Supreme Court, U.S.
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No. 08-474

In The

# Supreme Court of the United States

In re JAMES COPPEDGE,

*Petitioner.*

**On Petition For A Writ Of Mandamus To The United States District Court, Eastern District Of Pennsylvania**

## PETITION FOR A WRIT OF MANDAMUS

JAMES COPPEDGE
3742 N. 18th Streets/1A
Philadelphia, Pennsylvania [19140]
Phone: (215) 913-1485

*In Propia Persona Sui Juris*

## QUESTIONS PRESENTED

Issue for the Supreme Court to decide: That it was illegal for the STATE SUPREME AND FEDERAL COURTS to refuse to ORDER and ENFORCE Arbitration for Settlement on the Admiralty Maritime Contracts based on Non-Responses, Breach of Contract, Breach of Performance, and Breach of Duty and Discrimination pursuant to R.I.C.O. conspiracies.

1. Why didn't the CITY or STATE ESQUIRES rebut the Affidavit of Redemption dated 10/3/05 or 3/14/06 which challenged the fraudulent lack of full disclosure and misrepresentation of the facts involving my Birth Certificate issued on x/x/xx, and Social Security Number which is used in all Admiralty Courts?

2. Why did U.S. DISTRICT COURT, ESQUIRE BERLE SCHILLER improperly dismiss my Writ of Mandamus, Case Number: 07-476 with the knowledge of R.I.C.O. actions after conspiring with JAMES CUSHING, ESQUIRE?

3. Why have all of the ESQUIRES participated in willful conspiracy and discriminatory acts against the Petitioner's right to enforce contracts equally as ESQUIRES?

4. Why did the CITY OF PHILADELPHIA'S RISK MANAGEMENT ESQUIRE GERALD LEATHERMAN breach the contract to pay the $10 Million Dollar agreement?

**QUESTIONS PRESENTED** – Continued

5. Why did GERALD LEATHERMAN, ESQUIRE fail to answer the Affidavit of Monetary Stipulation which engaged him to retaliate with STATE actions against the Petitioner illegally and unlawfully?

6. Did MARTHA BROWN, GERALD LEATHERMAN and RUTH DUNNEWOLD have the contractual rights to compel a civilian into a Military Court hearing without an Enlistment Contract on 12/06/07 in Harrisburg, Pennsylvania, Docket No: 0002-97-07, and File No: 07-97-10723?

7. Did THE COMMONWEALTH OF PENNSYLVANIA SECRETARY OF STATE use Docket Number: 0002-97-07, and File No: 07-97-10723 in retaliation, circumventing the ESQUIRES obligations to settle the matter involving LICENSES AND INSPECTIONS BOARD OF REVIEW?

8. Was JOHN PERSONS'S refusal to allow a Writ of Mandamus filing, a blatant public discrimination and conspiracy on 1/22/07?

9. Was this hindrance/discrimination by JOHN PERSON a deliberate violation of Title 42, Sections 241, 242 and 2000a-1?

10. Did ATTORNEY JAMES CUSHING arbitrarily capriciously sidebar with the DEFACTO JUDGE BERLE SCHILLER to violate my rights under Title 28 Section 455: i, ii, iii, and iv; and Title 42 Sections 241, 242, 1981(b), 1983 and 1986?

**QUESTIONS PRESENTED** – Continued

11. Was there written authorization from **JAMES COPPEDGE** that agreed to JAMES CUSHING, ESQUIRE speaking to or inquiry about my case against the CITY OF PHILADELPHIA in any Federal Court? Case No: 07-476.

12. Why did CHIEF JUDGE HARVEY BARTLE, on April 15, 2008 assign the DEFACTO JUDGE BERLE SCHILLER my case, when DEFACTO JUDGE BERLE SCHILLER allowed the CITY OF PHILADELPHIA EMPLOYEES ET AL. to violate my rights by not granting any relief? Case No: 07-476 amd 08-1250.

13. Why didn't the DEFACTO JUDGE BERLE SCHILLER *disqualify* himself knowing that he could later be implicated for his conspiring with ATTORNEY JAMES CUSHING against **JAMES COPPEDGE**, under Title 42, Sections 241, 242, 1983 and 1986?

14. Why was the DEFACTO JUDGE BERLE SCHILLER biased in violating Title 28 Section 453, by not performing his ***sworn duties that he took an oath to uphold under Case No: 08-1250 to enforce the Admiralty Contract to the letter***?

15. Why *didn't* the Clerk of Court enter the Judgment Contract of **JAMES COPPEDGE**, pursuant to Title 9 Section 1, 2, 4 and 13?

**QUESTIONS PRESENTED** – Continued

16. Why did the DEFACTO JUDGE BERLE SCHILLER wrongfully dishonor my Contract(s), but honored ***ALL OF THE DEFENDANTS MOTIONS WHEN THE DEFENDANTS LOSS ALL RIGHTS BY PREVIOUS NON-RESPONSES***?

17. Why is the DEFACTO BERLE SCHILLER hindering **JAMES COPPEDGE** from filing ***any Averments in a PUBLIC FACILITY WITH THREATS OF SANCTIONS? IS NOT THIS CLEAR DISCRIMINATION*** under Title 42, Section 2000a-1?

18. Why did the DEFACTO JUDGE BERLE SCHILLER **openly and maliciously libel the claimants' contract by referring to the Admiralty Maritime Contracts as "SO-CALLED"**?

19. Why did the DEFACTO BERLE SCHILLER, a public libellee, reveal to the public an unauthorized and confidential private "Admiralty Maritime irrevocable claim contract"?

20. Was the DEFACTO BERLE SCHILLER, the libellee, misleading the public and misrepresenting the facts by stating that "the Plaintiff had no contract with the DEFENDANTS when the DEFENDANTS WAIVED THEIR RIGHTS BY SILENCE, MUTUALLY AGREEING TO ALL STIPULATIONS?

**QUESTIONS PRESENTED** – Continued

21. Why did the SECRETARY OF THE COMMONWEALTH fail to cancel the hearing for December 6, 2007, after failing to rebut the "Affidavit Demand to Cancel Hearing"? It was received by Express Mail (Guaranteed Next Day Delivery) EB 405351611, which was delivered on 10/11/07.

22. DID THE ESQUIRES COMBINE illegal ACTIONS to hinder Petitioner's contractual remedies, A DIRECT VIOLATION OF EQUAL ACCESS AND DUE PROCESS of Title 42, Sections 1981(b), 1983, 1986 and 1994 2000a-1, 2-e, 3, 4, 5, 6, 7, 8, 9, 2000b-2 RIGHTS?

23. Did the DEFACTO JUDGE BERLE SCHILLER OF THE EASTERN DISTRICT OF THE UNITED STATES DISTRICT COURT commit fraud by dismissing a legal and valid R.I.C.O. charge against the CITY OF PHILADELPHIA because of ESQUIRE to ESQUIRE friendship or CITY OF PHILADELPHIA fellowship causing unjust harm to the Plaintiff due to harassment and discrimination?

## LIST OF PARTIES

PETITIONER: **JAMES COPPEDGE is the Secured Party for COPPEDGE REAL ESTATE, LLC**, by Transfer of Property Rights by Unlimited Attorney In Fact (See APPENDIX G.), also (REF. UCC 1, File No. 2006091901558, Date Filed: 09/18/2006 at 08:00 a.m. Pedro A. Cortes, Secretary of the Commonwealth).

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## ORDERS BELOW

U.S. District Court Eastern District of Pennsylvania Writ of Mandamus, docket no. 07-476, Case No.: 08-1250.

U.S. District Court of Delaware Arbitration Settlement Conference, Case No. 08-289, 07-763, 07-684 and 07-846.

## JURISDICTION

The Petition to the U.S. District Court, Eastern District of Pennsylvania was filed on January 25, 2007. The U.S. District Court dismissed the Petition without prejudice on January 29, 2007 and with prejudice on January 29, 2008 (See ambiguous Appendix C Docket Text). The Court has jurisdiction under 28 U.S.C. §§ 1251(a), 1251(b)(3). Civil No's 07-476 and 08-1250.

The Order of the U.S. District Court, Eastern District of Pennsylvania was filed on January 12, 2008 and dismissed without prejudice on June 12, 2008 and the case was closed. The Court has jurisdiction under 28 U.S.C. §§ 1251(a), 1251(b)(3).

The Order of the U.S. District Court, Eastern District of Pennsylvania was filed on June 9, 2008, and denied responses on January 9, 2008. The Court has jurisdiction under 28 U.S.C. §§ 1251(a), 1251(b)(3).

The Order of the U.S. District Court, Eastern District of Pennsylvania was filed on May 21, 2008, and dismissed without prejudice for insufficiency of process on May 21, 2008. The Court has jurisdiction under 28 U.S.C. §§ 1251(a), 1251(b)(3).

U.S. District Court of Delaware related cases: The Order of U.S. District Court of Delaware was filed on July 8, 2008. It was ORDERED that on or before August 7, 2008 Civil No's: 07-846-GMS, 08-289-GMS, 07-763-GMS and 07-684-GMS.[1] The Court has jurisdiction also under the Buck Act 4 U.S.C. §§ 104-113, 110(d) 1939, dealing with the private sector. NO STATE IMMUNITY or JURISDICTION.

The Court failed to perform, duties obligations contract to enforce the contract to the letter. The Court committed mutiny by failing to compel settlement and to order cease and desist all tortious acts of the Defendants.

The federal action is invoked under the Constitutions of the United States of America, **COPPEDGE ORDEAL TREATY** in conjunction with Article One, Redress of Grievances, Article 3 Section 2 in conjunction with 42 U.S.C. §§ 1981(b), 1983, 1986 and 1994 as a Federal Maritime/Admiralty Contract; raising the federal question under Title 28 U.S.C. §§ 1331, 1332, 1333, 2070b, 1250, 1251(a), 1251(b)(3) and 1650 via Title 9 U.S.C. §§ 1, 2, 4, 13, 201, 301, 302, 304 and 306.

This action raises questions whether all the ESQUIRES listed in this writ are personally liable for

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[1] In all presentments to the Petitioner, the Petitioner "Accepts for Value" in red title to his straw man and exemption from levy.

damages of discrimination and interference in my private affairs by breach of obligation and duty to pay the $10 Million U.S. Dollars owed by the CITY OF PHILADELPHIA OF PENNSYLVANIA, via its AGENTS wrongdoings and the DEFENDANTS, ESQUIRES. All are subject to injunctive sanctions in and by the Supreme Court of the United States of America due to their intentional deprivation of hindering my contractual rights via contractual remedy rights.

## CONSTITUTIONAL AND STATUTORY PROVISIONS AT ISSUE

The underlying action was brought by the Petitioner pursuant to **42 U.S.C. § 1983**, which reads as follows:

Congress sought "to give a remedy to a party deprived of constitutional rights, privileges and immunities by an official's abuse of his/her position." *Monroe vs. Pope*, 365 U.S. 167, 172 (1961). Accordingly, it authorized suits to redress deprivations of civil right by person acting under color of any state statute, ordinance, regulation, custom, or usage.

> 42 U.S.C. § 1983. The requirement of action under color of state laws means that the judicial defendants become liable for tortious acts they commit precisely because of their authority as judicial officers. Judicial defendants are state judicial officers sued in their individual capacities and are "persons."

## STATEMENT OF THE CASE

This presentment is an irrevocable Admiralty Maritime Claim on Contracts for which the High Court alone can resolve. The purpose of this presentment is to demonstrate an Extraordinary Petition for a Writ of Mandamus and Prohibition claim. This is an Emergency Petition against the DEFENDANTS to Invoke Original Jurisdiction and Injunctive Relief for the Petitioner to prevent their continued civil rights violations, fraud, harassment, and by tortious interference of Contract discrimination. There are other important discriminatory issues and open related cases which will not be dealt with specifically in this Writ, but will be covered upon the GRANTING of the Writ. The evidence shows that no other satisfactory relief can be acquired in any other form or from any other Court other than the Supreme Court.

The Petitioner is requesting the Supreme Court therefore, to do two things:

1. Grant the Writ of Mandamus as requested and described, and
2. Order the CITY OF PHILADELPHIA/ RISK MANAGEMENT to pay the Admiralty Maritime Claim, Monetary Judgment of $10 Million U.S. Dollars it owes to COPPEDGE REAL ESTATE, LLC/JAMES COPPEDGE. Payable under Article 3 Section 2.

First, the Petitioner will demonstrate his eligibility for an Injunctive Emergency Mandamus Relief

under Title 28 U.S.C. by satisfying three conditions. For one, the Petitioner will demonstrate in this Writ that there is "No other adequate means to attain the relief he desires." *Cheney vs. United States District Court*, 542 U.S. 367, 380 (2004) (citation omitted). Secondly, the Petitioner will show in the Writ clear and indisputable evidence that an Emergency Injunctive Relief is necessary and appropriate because of grave injustices and discrimination of AGENTS and ESQUIRES OF THE CITY OF PHILADELPHIA, STATE OF PENNSYLVANIA, AND U.S. EASTERN DISTRICT COURT OF PENNSYLVANIA ET AL. Thirdly, that the Petitioner's claim of his Civil Rights violations shows the justification for the appropriate relief under these emergency circumstances. Consequently, this Honorable High Court must invoke original jurisdiction and injunctive relief in favor of the Petitioner to ensure justice.

To begin, there is no other adequate means for obtaining the relief I deserve. The CITY OF PHILADELPHIA LICENSES AND INSPECTIONS, BOARD OF REVIEW has targeted me for nearly five years. They have illegally cited me for over $100,000 U.S. Dollars or more on non-existing violations from previous years. I noticed how even the private law firm ESQUIRES were benefiting from my 22 years of hard service, and how I was being blackmailed in violations under the CITY OF PHILADELPHIA LICENSES AND INSPECTIONS, BOARD OF REVIEW under political oppression. With ongoing citations and fines which were illegal and unlawfully

cited by inspectors, I got tired and began to defend myself since that was all I had left was myself. Therefore, I began researching how contracts originated and found some very interesting materials which exposed multiple schemes originated from England, pertaining to the Admiralty Maritime in rem quasi in rem matters. See Fourth Amendment to the U.S. Constitution.

I first challenged the illegal use of the birth certificate capitalization of my title of nobility **JAMES COPPEDGE** without my consent or full disclosure since 'it' was the root of all notice pertaining to interest liens on property in all county, city, court filings or legal documents. These are usurpational jurisdictions due to the mass lack of knowledge of these facts. Also, I discovered that the CITY OF PHILADELPHIA is an instrumentality of the STATE, and a non-profit organization which uses property pledge from the people via a certification that would later be known as a nominal party used in commerce. I learned that all Courts are Admiralty Maritime and are on the seas, and not on the land. Therefore, they are bankrupted.

I sent out an Affidavit to the CITY OF PHILADELPHIA'S ESQUIRE AND TO THE STATE ESQUIRES who never responded on the factual allegations which created a liability on the CITY, and then later to the STATE. They had fair time and the opportunity to rebut the facts. They defaulted and the stipulations were created to cancel the use of the said vessel, vessel **JAMES COPPEDGE** in the lower Courts.

However, they still refused to cancel their political and illegal oppression attacks against me, which caused me *great* financial grief along with mental anguish.

Originally the RECORDER OF DEEDS in the CITY OF PHILADELPHIA'S RECORDS DEPARTMENT REFUSED to file my UCC-1 contract lien against the CITY. The UCC-1 was acknowledged, certified and accepted by the STATE OF PENNSYLVANIA. The CITY OF PHILADELPHIA ESQUIRES refused to honor the said contracts and proceeded to have me unlawfully prosecuted by accusing me of having filed a fraudulent UCC-1 document in order to escape their duties as ESQUIRES to enforce the contract and settle the claim. This occurred about one year (***only***) after they realized they were being sued for $10 Million U.S. Dollar for violating my civil and natural sovereign rights by failing to comply with contracts by silence and default. THIS IS RETALIATION IN THE PLACE OF COMPLIANCE AND NOT JUSTICE.

MARTHA BROWN who supervises the STATE ESQUIRES ordered RUTH DUNNEWOLD and the CITY OF PHILADELPHIA ESQUIRE GERALD D. LEATHERMAN to attack me by ignoring everything I filed and proceed with the military tactics of war using attorney-mind tricks. This was an attempt to have me enter a guilty plea against myself. Although I rebutted everything point for point, they still proceeded unlawfully in an attempt to use more coercive methods to circumvent obligations for the massive wrongdoings they willingly participated in when their

tactics failed. They declared an all out war on an unarmed civilian through the Admiralty Maritime banner in a Military Court hearing on December 6, 2007. This was an unlawful and illegal hearing because it was canceled. They loss all rights to everything by not responding to my Affidavits. They still proceeded to retaliate against me. They did not want to pay $10 Million U.S. Dollars, so they acted under color of law and office allowing the matter to come to this level.

All I wanted was to be left alone, and to be able to manage my business without their R.I.C.O. activities. They continue their evil and malicious political oppression against me. They refuse the torts and refuse the payments through the courts. I have claims to all that refuse to pay for their wrongdoings, and it is irrevocable until settlement.

Therefore, one can see that there is no other satisfactory way other than the High Court's intervention to deal with these injustices of the CITY, STATE, and DISTRICT COURT'S political oppression and opposition.

Secondly, it is important to point out that the following issues show that this Petition for emergency injunctive relief by the Supreme Court for Writ of Mandamus for Prohibition is clear and indisputable due to the nature of the political oppression discrimination R.I.C.O. influence surrounding these issues.

Thirdly, as a Secured Party, **JAMES COPPEDGE**, holder in due course under **COPPEDGE REAL ESTATE**,

LLC, UCC-1 lives in Dover, Delaware for the sake of this Complaint, and his place of business is in Philadelphia, Pennsylvania. The original case for the Writ of Mandamus was filed in Pennsylvania Claim No. 07-476 January 22, 2007 under U.S. DISTRICT COURT JUDGE BERLE SCHILLER which was denied under color of law. However, due to the conspiracy of JAMES CUSHING, ESQUIRE who illegally, and unlawfully forged my authorization to speak on my behalf without a contract in Federal Court, I was illegally denied access to file a Writ of Mandamus in the Supreme Court of the Eastern District of Pennsylvania by JOHN PERSONS, ESQUIRE. His being biased deprived me of my rights to enforce contracts equally. Furthermore, originally the Summons and Complaint against the CITY OF PHILADELPHIA WAS FILED IN U.S. DISTRICT COURT OF DELAWARE. A Teleconference and Arbitration Settlement was scheduled for February 12, 2008 at 9:00 a.m. under the Authority of the HONORABLE FEDERAL JUDGE MARY PAT THYNGE.

However, due to the unauthorized tortious interference by MICHAEL R. ROBINSON, ESQUIRE, BAR NO. 4452, the case was sabotaged and never rescheduled. I believe that he along with the DEFACTOS JUDGES BERLE SCHILLER, JAMES CUSHING, ESQUIRE, MARTHA BROWN, ESQUIRE, RUTH DUNNEWOLD, ESQUIRE, GERALD D. LEATHERMAN, ESQUIRE, FRANK LOVE, and MICHAEL ROBINSON, ESQUIRE are all affiliated with the case knowing the facts of their liabilities

formed a private conspiracy to circumvent the Admiralty Maritime Contracts by attacking my place of business, and my private claims against the CITY OF PHILADELPHIA via my UCC-1. Wherefore, I believe that the HONORABLE JUDGE THYNGE was replaced under political oppression by other bar members because of her attempt to PROPERLY settle the case as agreed by the Petitioner and the DEFENDANTS by contract.

The case was eventually transferred to Pennsylvania through the influence and help of other ESQUIRES working together in conspiracy with PENNSYLVANIA ESQUIRES against me, the Petitioner. Due to Michael Robinson's tortious interference with the case (08-1250), and getting help from other bar members in both states who are against the Petitioner's Irrevocable Contracts, the Petitioner holds the CITY OF PHILADELPHIA LIABLE along with the other ESQUIRES. The ESQUIRES attempted to answer already decided matters in this case with ultra vires motions to dismiss already agreed settlement terms. However, the DEFACTO JUDGE BERLE SCHILLER without the authority, therefore; granted illegal motions to DISMISS my contracts. His dismissal does not and cannot revocate previously agreed contracts between the Petitioner and DEFENDANTS with Notary Public, Congress, the International Committee and the UN as witnesses as well to these irrevocable contracts.

These ESQUIRES have also conspired against the Petitioner attempting to have me wrongfully and

criminally prosecuted for filing a valid UCC-1 lien contract for the protection of my property and person which holds the CITY OF PHILADELPHIA and the ESQUIRES liable for illegal violation citings by the LICENSES AND INSPECTIONS and the BOARD OF REVIEW. The ESQUIRES have all failed to rebut the facts or pay the debts which have caused each of them to be liable for One Hundred Thousand U.S. Dollars each.

The purpose of these illegal and unlawful attacks was to avoid their responsibilities and monetary obligations owed to the Petitioner by the ESQUIRES and the DEFENDANTS of both STATES. Now the cases are sabotaged in BOTH STATES, and it appears that racism still runs the judicial system under cloak of color of office in my situation. Therefore, both COURTS are in BREACH OF DUTY, BREACH OF PERFORMANCE, AND BREACH OF OBLIGATION FOR NOT ENFORCING THE IRREVOCABLE ADMIRALTY MARITIME CONTRACTS which they both have the authority to enforce, but due to biasness, they have not done so. Also, REF. CLAIM NO'S: 07-763 GMS, 07-684 GMS, 07-846 GMS, 08-289 GMS, and their non-responses.

## FACTUAL SUMMARY

The Petitioner's claim of civil rights violations justifies the appropriate relief under the emergency conditions because it is clear that the facts presented

demonstrates gross discrimination due to racism and other factors concerning civil rights violations suffered by the Petitioner as a result of the DEFENDANTS fraud and harassment. Furthermore, the DEFENDANTS numerous non-responses leave no excuse that the Petitioner is deserving of the personal liabilities for damages of discrimination for the interference of his private affairs. The DEFENDANTS breach of duty, performance, and obligations to honor the claim of the Petitioner all show the injunctive sanctions are necessary in and by Federal Court to prevent their International Deprivation of the Petitioner's contractual remedy rights.

I am certain in my mind that ATTORNEY JAMES CUSHING, conspired with DEFACTO JUDGE BERLE M. SCHILLER to violate my contractual remedy rights to withdraw my Writ of Mandamus, case no. 07-476 because the intent was to violate my contractual remedy right to enforce a contract under Title 42 U.S.C. §§ 1981(b) 1983, 1986, 1994 and 2000a-1, 2-e, 3, 4, 5, 6, 7, 8, 9, 2000b-2. That is to say, I believe he conducted an ex parte hearing with the JUDGE to illegally protect the status quo of the CITY OF PHILADELPHIA ET AL. from being sued for their injustices, harassment, and fraudulent actions and illegal procedures against me.

ATTORNEY JAMES CUSHING strongly stated that he would file a Writ of Mandamus against the CITY if they did not cease and desist the obvious harassment and discrimination against me as stated in his letters which are attached.

It is certain in my mind also, that ATTORNEY CUSHING was persuaded by the CITY OF PHILADELPHIA'S ESQUIRES and other unknown parties who would be affected by the lawsuit in the Writ to STOP THE ACTION OF THE WRIT OF MANDAMUS BY WHATEVER MEANS NECESSARY.

It is certain that in my mind that, had no tortious interference been committed by ATTORNEY CUSHING, this case could have ended in January of 2007. However, because of the grave obstruction of justice, there was intent and actions to destroy my contractual rights for justice.

It is certain in my mind that the DEFACTO JUDGE SCHILLER failed to uphold his duty when the Writ portrayed injustices on behalf of the CITY OF PHILADELPHIA which was under his watch. He could have stopped it, but chose to ignore his duties and obligations.

WHEREFORE, THE PRACTICES OF FRAUD, DECEIT OR MISREPRESENTATION OF MATERIAL FACTS ABOUT THE LACK OF JURISDICTION ON MAJOR ISSUES OF ACTIO DE DOLO MALO LICENSES AND INSPECTIONS and the BOARD OF REVIEW never had authority to insist that a Secured Party report to a Military Court with a Military Banner to include the Zoning Board. The Zoning Board was advised during one of the early hearings that I was only appearing under "special invitation" under the authority of a certified UCC-1. *Bradley vs. Fisher,* 80 U.S. 335 at 352, 20 L.Ed. 626,

13 Wall. 355, 26 (1872), and *Mireles vs. Waco*, 112 S. Ct. 286, 287.

My statements were ignored and my sovereign rights were violated when I was threatened by the head Administrator to get an attorney or face property closure. Under duress I reluctantly complied for the safety, welfare, and avoidance of my tenants displacements. The CITY SOLICITOR was aware of my Certified Copy of my UCC-1 as Secured Party over the CITY OF PHILADELPHIA ET AL but did nothing to ensure the protection of my sovereign natural and civil rights. It is certain in my mind that these facts are a violation of the Geneva Convention and Massive Human Rights Violations which is a global issue in itself. See 28 U.S.C. § 1343(4).

LICENSES AND INSPECTIONS BOARD OF REVIEW never had authority to unlawfully cite my properties after being notified of my position as a Secured Party.

The AGENTS and ESQUIRES OF THE CITY AND STATE ignored the facts, and continued to commit fraud, harassment, and invasion of my property, violating my Amendment Rights on search and seizure. Their injustice forced me to re-finance ALL of my homes and sell one of my homes in order to pay for illegal legal fees and make the illegal violation corrections for which I was cited which should have NEVER taken place. THIS WAS A TREMENDOUS BURDEN ON ME AND MY CREDIT CONCERNING MY BUSINESS. (THEY LITERALLY TRIED TO

RUIN MY CREDIT to prevent me from defending myself while under attacks of fraud, discrimination, and civil rights violations). My homes may have ALL been paid for in full by now.

They had already taken my ex-wife's properties by running the same R.I.C.O. games on her. Ultimately, they ruined her health and hospitalized her. These matters of injustice have cost me many years of financial enslavement. The grave injuries I am suffering resulted in my having to sue on the grounds of abuse of power for $10 Million U.S. Dollars via Admiralty Maritime Contract damages to protect my rights from THE AGENTS and ESQUIRES FROM THE CITY, STATE and FEDERAL COURT.

Hence, these forces show the imperative need for the Supreme Court to ORDER the required Writ of Mandamus that is necessary and appropriate for an emergency injunctive relief in favor of the Petitioner.

## REASONS FOR GRANTING THE WRIT

### Reason #1: CRIMINAL AND CIVIL CONSPIRACY TO VIOLATE PETITIONER'S CIVIL RIGHTS UNDER COLOR OF LAW

JAMES CUSHING, ESQUIRE committed malpractice with the full knowledge of the CITY OF PHILADELPHIA'S LICENSES AND INSPECTIONS BOARD OF REVISION'S intent to extort monies on frivolous citings. ATTORNEY CUSHING himself said

basically that the CITY had no claim, but what they had was illegal harassment. I was illegally billed for $10,000.00 for a civil lawsuit which *never* took place, but aided the CITY'S extortions of my monies and properties willfully making him a joint party under Title 42 1981(b), 1983. ATTORNEY CUSHING also acted on my behalf deceitfully and without my consent (conversion) or authorization by acting as though he was retained on the Federal issues, and conspiring with DEFACTO JUDGE BERLE M. SCHILLER to illegally have my case dismissed on a strong Federal Civil Writ of Mandamus and Prohibition. ATTORNEY CUSHING was not assigned to my case, however; he was hired under duress by order of the CITY OF PHILADELPHIA ZONING BOARD, to handle LICENSES AND INSPECTION ISSUES. ATTORNEY CUSHING failed me here; so what could he possibly do to help me on the Federal level! I fired ATTORNEY CUSHING for tortious interference of my Writ of Mandamus and Prohibition to Federal Court, and by the DEFACTO AGENTS AND ESQUIRES by via use of an illegal MILITARY COURT documents committing mail and billing wire fraud. (See Corpus Juris Secumdum 7 Sec. 4).

This case was originally about conspiracies of harassment, extortion and ethnic intimidations from LICENSES AND INSPECTIONS BOARD OF REVIEW. For example, in January of 2007, there was an illegal search of my property at 3737 N. 18th Street, during what was supposedly a *housing inspection*. The two inspectors violated civil rights by

opening and searching dresser draws and closet doors without permission. I immediately informed ATTORNEY JAMES CUSHING and he totally ignored my complaint and never filed a Civil Rights complaint against LICENSE AND INSPECTIONS. *Stump vs. Sparkman*, 435 U.S. 349, 98 S.Ct. 1099, 55 L.Ed.2d. 331 (1977), 24-26 (See Attachment in Appendix).

Secondly, in May of 2007, a politically motivated search for drugs at my rental property at 3739 N. 18th Street, Philadelphia, Pennsylvania 19140 was conducted by the Philadelphia Police Department under a Search Warrant. NO DRUGS WERE FOUND. I believe that the Search was politically motivated by DAVID YURKIE, a representative from the office of CITY COUNCILWOMAN DONNA REED MILLER, who was running for re-election and barely won. Voting signs for one of her opponents were posted on my properties. It was considered a threat to her campaign for re-election. As a result my property was RAIDED. Welsch, Goldberg and Segal wrote a letter to the Philadelphia Police Department on my behalf in reference to the incident seeking information and justification for their actions. THERE WAS NO RESPONSE. *United States vs. County of Humboldt*, 628 F.2d 549, 551 (9th Cir. 1980). 4 (See Attachment in Appendix). These were criminal and civil acts of conspiracies.

Now to continue, the question here is: How can they have jurisdiction over non-existing citings in a military venue over a civilian? These illegal actions do not preclude a Federal District Court from

exercising jurisdiction under Title 42 U.S.C. § 1981(b), Title 28 U.S.C. §§ 1251 and 1651 interfere in enforcement of rights. As the evidence proves, the CITY ESQUIRES with help of other BAR MEMBERS have tried to get every available false entrapment against me to hinder the $10 Million Dollar settlement suit. Their illegal complaints of false UCC filings to a military flag hearing regarding issues and every attempt to criminally prosecute a victim of crimes against the Petitioner arbitrarily and capriciously delayed settlement to circumvent financial liability of five years of actio de dolo malo R.I.C.O. Actions committed by the AGENTS of LICENSES AND INSPECTIONS were allowed by the ESQUIRES, but yet the DEFACTO JUDGE BERLE M. SCHILLER dismissed the complaint when he knew of their wrongdoing and did absolutely nothing to prevent it.

This writ involving repeated deprivation of rights by discrimination barratry, and deprivation of the Petitioners collective rights on a $10 Million Dollar contract which was committed under color of authority by the CITY OF PHILADELPHIA AND ESQUIRES. This is within the jurisdiction of the Federal Courts and is given under Title 28 U.S.C. §§ 1331, 1332 and 1333(a)(3).

The District Courts have original jurisdiction of any civil action to redress that deprivation, under color of state law, of any Constitutional right or Congressional act providing for equal rights of citizens or foreign persons within the United States jurisdiction. R.I.C.O. is federal, interstate extortion of

property or monies with fraudulent documents and is a federal crime. There is no question that DEFACTO JUDGE BERLE M. SCHILLER failed to perform his duty by first proceeding with remedy by restraining the lower court from illegal actions. As a Secured Party the lower courts lacked jurisdiction over my property. They knew this, but acted without my authority and causing me great losses for which they are accountable.

In civil rights cases where the Petitioner appears as pro se the Federal Court must construe pleadings liberally and must afford the Petitioner the benefit of any doubt. *North Star International vs. Arizona Corporation Commission*, 720 F.2d 578, 580 (9th Cir. 1983) and *Ex parte Virginia*, 100 U.S. 339, 25 L.Ed. 676, 25 (1879).

All material allegations in the complaint are to be Accepted for Value as true and all doubts are to be resolved in favor of the Petitioner. *Ernest W. Hahn, Inc. vs. Codding*, 615 F.2d 830, 834-35 (9th Cir. 1980).

My loss of property, via illegal judgment was used to seize monies, in violation of my human rights via civil remedies, and was all a violation of the Federal Laws. (The only answer is that it is a violation of my Civil Liberties Rights under § 1983). *Kimes vs. Stone*, 84 F.3d 1121 (9th Cir. 1996). The Federal Equal Protection Laws was not provided by the DEFACTO BERLE M. SCHILLER an ESQUIRE DBA JUDGE who had deprived me of remedies that were his constitutional duties to uphold. Yet my case

against The CITY was dismissed without a factual or legal basis. Title 42 U.S.C. § 1986, also holds every person who, having knowledge that any of the wrongdoings conspired to be done, and mentioned in Section 1985 of this Title, are about to be committed, and having power to prevent it, and neglects or refuses so to do, shall be liable. *Forrester vs. White,* 484 U.S. 219, 108 S.Ct. 538, 98 L.Ed.2d 555 (1988).

In ***COPPEDGE*** *vs. CITY OF PHILADELPHIA*, supra, JUDGE BERLE M. SCHILLER, (the same JUDGE as in this case), dismissed the case (wrongfully). Therefore, the Federal Court was the only authority at that time which could correct the injustice at that time, but did nothing making himself liable for suit. Hence, the evidence is clear and indisputable that the Writ for Emergency Injunctive Relief requested is necessary and appropriate under the circumstances. *Forrester vs. White,* 484 U.S. 219, 108 S.Ct. 538, 98 L.Ed.2d 555 (1988).

**Reason #2: PUBLIC DISCRIMINATION DENYING EQUAL ACCESS TO THE LAW UNDER TITLE 42 SECTION 1981(b)**

ATTORNEY JOHN PERSONS, of the Supreme Court of the Eastern District of Pennsylvania did not have proper grounds on a legal action to refuse to file with the Court my Writ of Mandamus. He refused, I believe, to file the Writ of Mandamus because he was

protecting the actions of other ESQUIRES, and his refusal would allow the continued fraud and harassment against **COPPEDGE REAL ESTATE, LLC/JAMES COPPEDGE**. Also, ATTORNEY PERSONS had no authority to object to my filing a Writ in a public venue which his fellow bar member JAMES CUSHING suggested that the Writ should be filed before he turned me over to the court's malicious and corrupt systematic R.I.C.O. tactics. This illegal action against me was pure discrimination and hindrance of my legal rights under Title 42 U.S.C. §§ 1981(b) 2000a, 2-e, 3, 4, 5, 6, 7, 8, 9, 2000b-2, *Forrester vs. White*, 484 U.S. 219, 108 S.Ct. 538, 98 L.Ed.2d 555 (1988) 25, and *Mireles vs. Waco*, 502 U.S. 9, 11, 112 S.Ct. 286, 287-88, 116 L.Ed.2d 9 (1991). Id. at ___, 115 S.Ct. at 1212, 24. The Court reasoned that the type of . . . **judges' immunity/cruelty**.

The theory of equal rights in the Court system is challenged because of the perversion of the true facts in this case by the DEFACTO DEFENDANTS. Their decisions in this matter are blatant violations of the indigenous American people's declaration of the rights of indigenous peoples trust in the Executive, Judicial, and Legislative Branch of Government. It is this adjudicative administration of judicial activism by the ESQUIRES concerned in this case that seem to seek to make their own laws. This is an abuse of power, and appears that ESQUIRES seem to think that pro se means (no say). The theory of equal rights was based on the common law of their English Rights past in the doctrine of, "The King can do no wrong,"

and if the king can fool the dumbfounded mass as extended to the king's judges a.k.a. ESQUIRES, this would be an establishment of a royal class or royal authority in America. This is the propagated reason why the European ancestry fled England and fought a War of Revolution to free them of this tyranny.

Article I, of the Constitution, Section 9, says that

> No TITLE of NOBILITY shall be granted by THE UNITED STATES CONSTITUTION OF THE UNITED STATES, and Article I, Section 9 says that, "limitations on powers granted to the United States" [Titles and nobility] (8). "No titles of nobility shall be granted by the United States: and no persons holding any office of profit or trust under them, shall, without the consent of the Congress, accept any present, emolument, office, or title, of any kind whatsoever, from any King, Prince, or foreign state."

This is what ATTORNEY JOHN PERSONS did by decreeing through a bar member-servicing decision to persecute me by disallowing my filing of a valid Writ of Mandamus. His decision preempts the Constitution of the United States and open public discrimination in which he took an oath to uphold, and it amounts to crowning a king or noble person. Not even the President of the United States Corporation is immune, or the Congress.

Article I deals with the Legislative Branch's Powers. Nowhere does it say that the Constitution grants the Judicial Branch immunity.

Article III deals with the Judicial Branch. Nowhere does it grant them immunity. The CONSTITUTION OF THE UNITED STATES, Article III, Section 1 of the Judicial Power Vested in the Federal Courts states that "the judicial power of the United States shall be vested in one Supreme Court and in such inferior courts as the Congress may from time to time ordain and establish the judges. Both of the Supreme and inferior courts shall hold their office during good behavior."

The wording

> "good behavior" surely could not mean that judges are immune from malicious and corrupt conduct. The CONSTITUTION OF THE UNITED STATES, Amendment XI Judicial Powers Section 1. "The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by citizens of another state or by citizens or subjects of any foreign state."

Since the ESQUIRES OF PHILADELPHIA, PENNSYLVANIA are over the functions of all EMPLOYEES of the CITY, STATE, FEDERAL, they are not immune from lawsuits established especially in a contract. Therefore, all ESQUIRES can be sued via contracts, and no one can interfere on the rights of obligation of contracts. English jurisprudence has grown to permit civil judicial liability claims. If the argument for judicial immunity is founded on English Common Law, it is founded on an axiom that no longer exists

See *Hodgson vs. Scarlett*, 106 Eng. Rep. 86, 91 (K.B. 1818), and *Kendillon vs. Maltby,* 174 Eng. Rep. 562 (9th Cir. 2000).

The idea that judicial defendants are not the direct targets of a Civil Rights Act is dispelled by the language of Section 1986:

> Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section 1985 of this Title, are about to be committed, and having power to prevent or aid in preventing the commission of same, neglects or refuses to do, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives for all damages for such wrongful acts, which such person by reasonable diligence could have prevented.

The law addresses "every person," it does not exclude anyone, not even the state judiciary. If the "person" addressed by Section 1983 et seq. is not the state judicial officer in court where the wrongs complained of occurred, who is it? There is no one else in the court or anywhere else that has the power to prevent the wrongs described. The only person who fits the description in Section 1986 of who " . . . shall be liable to the party injured" is the judge. The language and the intent of the legislators are to clearly circumvent and override existent doctrine and precedents. *Pulliam vs. Allen*, 466 U.S. 522, 529, 104 S.Ct. 1970, 80 L.Ed.2d 565 (1984).

Since the Civil Rights Act became law, it has not been amended to exclude ESQUIRES. The only obligatory immunity granted to ESQUIRES are by other ESQUIRES d.b.a. judges public defenders or private practices who are operating arbitrary capricious; that is, improperly protecting their colleagues which is R.I.C.O. point blank period Article II of the Constitution does not give power to write laws to breach their obligation to the people. Only Congress has that power with the vote and consent of the people to alter this which is not in this case.

Wherefore, the colorable acts by JAMES CUSHINGS, JOHN PERSONS, JUDGE BERLE M. SCHILLER, MARTHA BROWN, RUTH DUNNEWOLD, PEDRO A. CORTES AND GERALD D. LEATHERMAN were committed outside the strict confines of proper authority on the CITY, STATE, and FEDERAL level. This was done by acting outside the Constitution and their oaths, therefore, JUDGE BERLE SCHILLER, MARTHA BROWN, RUTH DUNNEWOLD, PEDRO A. CORTES, AND GERALD LEATHERMAN all have agreed to liability by their own silence and failure to rebut Affidavits, and must pay individually for such blatant violations. *Mireles vs. Waco*, 502 U.S. 9, 11, 112 S.Ct. 286, 287-88, 116 L.Ed.2d 9 (1991). . . . Id. at ___, 115 S.Ct. at 1212, 24. The Court reasoned that the type of . . . **judges immunity/cruelty**, and *Ex parte Virginia*, 100 U.S. 339, 25 L.Ed. 676 (1879), 25.

The loss of liberty, property and constitutionally guaranteed civil rights/liberties that were deprivated

by discrimination from these persons operating under color of law, all ESQUIRES who had knowledge and failed to correct or settle are therefore actionable under Civil Rights Act of 1871, Title 42 §§ 1983, 1985, 1986 and 1988. This Court has jurisdiction for all parties pursuant to Title 28 U.S.C. §§ 1331, 1332 and 1333 (Note the quoting of Constitutional rights does not hold the Petitioner to the Constitution of the United States for the Constitutional obligations are with the ESQUIRE only; that is why they are bound to contract, and not the people. The people have relief and remedies if their private rights are violated). *Mireles vs. Waco*, 502 U.S. 9, 11, 112 S.Ct. 286, 287-88, 116 L.Ed.2d 9 (1991). . . . Id. at ___, 115 S.Ct. at 1212, 24. The Court reasoned that the type of . . . **judges immunity/cruelty**.

Federal ESQUIRE and JUDGES alike whose abuse of the office is similar to that of the judicial obstruction in this case, have been held liable for damages. The immunity question requires a balance between the evils inevitable in any available alternative.

In situations of such abuse of office, an action for damages may offer the realistic avenue for vindication of constitutional guarantees. The state courts have held that state ESQUIRES and judges do not have immunity. It was most eloquently stated in *Rabon vs. Rowen Memorial Hosp. Inc.*, 269 NSI 13, 152 S.E.2d 485, 493 (1967) that, "immunity fosters neglect and breeds irresponsibility, while liability promotes care and caution, which caution and care is

owed by the Government to its people." In 42 U.S.C. § 1983, and in *Shore vs. Howard*, 414 F.Supp. 379 (7th Cir. 1976) the Court was definitive in saying, "There is no judicial immunity to civil actions for equitable relief under the Civil Rights Act of 1871."

In the case of *Fireman's Ins. Co. vs. Washburn County*, 2 Wis.2d 214, 85 N.W.2d 840 (1957), it was decided that, "Government immunity violates the common law maxim that everyone shall have a remedy for an injury done to his person or property." Through 42 U.S.C. § 1983, Congress sought "to give a remedy to a party deprived of constitutional rights, privileges and immunities by an official's abuse of his position." *Monroe vs. Pope*, 365 U.S. 167, 172 (1961). Accordingly, it authorized suits to redress deprivations of civil rights by person acting under color of any state statute, ordinance, regulation, custom, or usage.

> 42 U.S.C. § 1983. The requirement of action under color of state laws means that the judicial defendants become liable for tortious acts they commit precisely because of their authority as judicial officers. Judicial defendants are state judicial officers sued in their individual capacities and are "persons"

within the meaning of "persons" in 1983.

Judges are unlike official-capacity defendants, who are not "persons," because they assume the identity of the government that employs them. In *Will vs. Michigan Dept. of the State Police*, 491 U.S. 58, 71

(1989) officers sued in their personal capacity come to the court as individuals and thus fit comfortably within the statutory terms "person," cf. 491 U.S., at 71, N.10. Moreover, 1983's authorization of suits to redress deprivations of civil rights by persons acting under color of state law: for example, judge/ esquires/prosecutors/public defenders represent that some capacity, whether they act in accordance with their authority or misuse it. *Scheuer vs. Rhodes*, 416 U.S. 232, 243 (1974). The 9th Circuit, in an unanimous Order, in *Kalina vs. Fletcher*, 3 F.3d 653 (1997), ruled whether 42 U.S.C. § 1983 creates a damages remedy against a prosecutor for making false statements of fact in an affidavit supporting an application for an arrest warrant, or whether, as she/he contends, such conduct is protected by "the doctrine of absolute prosecutorial immunity."

Wherefore, it was affirmed by the U.S. Supreme Court, that she/he did not have immunity. Hence, the evidence for the Writ of Mandamus is clear and indisputable and shows that an emergency injunctive relief is necessary and appropriate under the circumstances. No other relief can be obtained in any other form or in any other court other than the Supreme Court. *Forrester vs. White*, 484 U.S. 219, 108 S.Ct. 538, 98 L.Ed.2d 555 (1988).

**Reason #3: R.I.C.O. CONSPIRACY AGAINST THE PETITIONER: TITLE 42 SECTION 1983**

The UNITED STATES DISTRICT COURT, EASTERN DISCTRICT OF PENNSYLVANIA incorrectly concluded a R.I.C.O discrimination of pro se/pro per litigants was not an uncommon policy or custom of the PHILADELPHIA, PENNSYLVANIA Court systems. I, **JAMES COPPEDGE**, did suffer discrimination for being a "so called" pro se and having the understanding of contracts, and how they work. In *Monell vs. City of New York Dept. of Soc. Serv.*, 436 U.S. 658, 98 S.Ct. 2018 (1978). The Supreme Court concluded that, "It is when an execution of a local government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy, inflicts the injury that the local government as an entity is responsible under Section 1983," id. at 694, 98 S. Ct. at 2037. The Court further states that "Local Governments may be sued for constitutional deprivations visited pursuant to government 'custom'. Even though such custom has not received formal approval through the body's official decision making channels," id. at 690-90, 98 S.Ct. at 2036.

Therefore, under these standards of the Supreme Court and in view of the record there is substantial evidence to support the county's policy or custom proximately caused constitutional deprivations. In *Wolf-Liffie vs. Senquist*, 699 F.2d 864 (7th Cir. 1983). The county contends that municipalities, their

agencies and their supervisory personnel cannot be held liable under section 1983 on a theory of respondeat superior. They can, however, be held liable for deprivations of constitutional rights resulting from their policies or customs. *Monell vs. Dept. Soc. Serv.*, *Ybarra vs. Reno*, 723 F.2d 675, 680-81 (9th Cir. 1984); *Wanger vs. Bonner*, 621 F.2d 675, 680 (5th Cir. 1980).

Moreover, before dismissing the pro se's Writ of Mandamus/Prohibition as well as his Civil Rights Complaint from an ESQUIRE who has committed, grave wrongs with enough damaging evidence before the Court, the District Court must give the Petitioner a statement of the complaint's deficiencies. Federal Rules of Civil Procedure 12(b)(6), 28 U.S.C.; 42 U.S.C. § 1983. So as one can see based on the clear and indisputable evidence presented about political oppression and continual abuse of power, the request for the emergency injunctive relief Writ is necessary and appropriate under these extreme circumstances. Therefore, I reiterate, RELIEF CANNOT BE FOUND IN ANY OTHER FORM NOR ANY OTHER COURT. *Mireles vs. Waco*, 502 U.S. 9, 11, 112 S.Ct. 286, 287-88, 116 L.Ed.2d 9 (1991). . . . Id. at ___, 115 S.Ct. at 1212, 24. The Court reasoned that the type of . . . **judges immunity/cruelty**.

**Reason #4: DEPRIVATIONS OF EQUAL RIGHTS DENYING ENFORCEMENT OF ADMIRALTY MARITIME CONTRACTS**

The FBI and U.S. ATTORNEY GENERAL OFFICE improperly ignored a very strong action of a severe criminal nature against THE CITY OF PHILADELPHIA et al, its CO-DEFENDANTS, ESQUIRES and EMPLOYEES who openly obstructed justice against a private party who has shown them overwhelming evidence by documentations.

I strongly believe that JAMES CUSHING, ESQUIRE individually, conspired with JOHN PERSONS and JUDGE BERLE M. SCHILLER in misrepresenting the law and facts in improper courts, hold hearing without proper flag laws, and systematically worked in the demise of the Petitioner. Federal Discrimination Acts 2000a-1, 2-e, 3, 4, 5, 6, 7, 8, 9, 2000b-2, 28 U.S.C. §§ 1331, 1332 and 1333.

I also believe that the DEFACTO JUDGE BERLE M. SCHILLER conspired with JAMES CUSHING, by systematically working in the demise of the Petitioner by not following the proper guidelines, which would have insured due process rights regarding the Petitioner. Due Process should be a right given to *all people,* and not just ESQUIRES who control the adjudication process world wide. When a pro se commands an ESQUIRE/judge to follow the law, they think one is challenging their authority. Wherefore, violation of the Constitutional Rights can be imputed to private individuals through Article 1 by

proving that the defendant engaged in State action. *Lugar vs. Edmonson Oil Co.*, 457 U.S. 922 (1982).

It is also believed that GERALD D. LEATHERMAN, ESQUIRE individually, conspired with MARTHA BROWN, RUTH DUNNEWOLD AND PEDRO A. CORTES in misrepresenting the law and facts in improper courts, hold hearing without proper flag laws, and systematically worked in the demise of the Petitioner! The due process rights of the Petitioner, JAMES COPPEDGE, should be insured and should be given to all people and not just to ESQUIRES who control the adjudication process world wide.

The U.S. Supreme Court's recent decision in regards to R.I.C.O., implicitly endorsed the view of the 9th Circuit in several cases, including *United States vs. Tille*, 729 F.2d 615 (5th Cir. 1997), cert. denied, 469 U.S. 845 (1984), the convictions of conspiracy to violate R.I.C.O. were upheld without having to show a defendant committed, or agreed to commit, any act to further the conspiracy. The R.I.C.O. statute Section 1962(d) "simple in formulation" provides: "it shall be unlawful for any person to conspire to violate any subsection of the R.I.C.O. Act."

> There is no requirement of some overt act or specific act, unlike the general conspiracy provision applicable to federal crimes, which requires that at least one of the conspirators have committed an act to affect the object of the conspiracy. The conspiracy may exist even if a conspirator does not agree to commit or

> facilitate each and every part of the substantive offense. The interplay between subsections (c) and (d) does not permit us to excuse from the reach of the conspiracy provision of an actor who does not commit or agree to commit the two or more predicate acts requisite to the underlying offense.

The action should not have been dismissed.

I also believe that JAMES CUSHING, ESQUIRE conspired with a Government Employee JUDGE BERLE M. SCHILLER, under 42 U.S.C. § 1983, to save the CITY OF PHILADELPHIA from yet another embarrassment! and financial loss.

When a private individual acts under the "color of law," and he or she is a willful participant in joint activity with the STATE or its AGENT, *Adickes vs. S.H. Kress & Co.*, 398 U.S. 144 (1970). Under 42 U.S.C. § 1985(2), he or she prescribes conspiracies depriving persons of their rights or privileges including the right to equal protection of the law. Therefore, the Federal Civil Rights Acts 10 (2d Ed.) §§ 276-277 under 42 U.S.C. § 1985(3), also proscribes conspiracies depriving persons of their rights or privileges including the right to equal protection of the law. *Bray vs. Alexandria Women's Health Clinic*, 506 U.S. 263, 122 (1993).

Hence, the overwhelming evidence presented here unmistakably, demands the support of the Honorable High Court to grant the required Writ which shows the necessary and appropriate emergency

injunctive relief required to insure justice. This point proves that relief cannot be had in any other form or any other court.

## CONCLUSION

Finally, the Petitioner has demonstrated his eligibility for an Injunctive Emergency Writ of Mandamus Relief under Title 28 U.S.C. by satisfying three conditions. First, the Petitioner has demonstrated in this Brief that there is "No other adequate means to attain the relief he desires." *Cheney vs. United States District Court*, 542 U.S. 367, 380 (2004) (citation omitted). This was proven in several ways.

First, by failure of the AGENTS and ESQUIRES to answer Summons and Complaints and by failure of AGENTS and ESQUIRES to answer Affidavits. Their non-responses justify the Admiralty Maritime Contract Liens which the Courts have refused to enforce because they are AGENTS and ESQUIRES of the Government. They have refused to recognize sovereignty through fraud, harassment, and coercion, violating my civil and natural inalienable rights.

The DEFACTO JUDGE BERLE M. SCHILLER in the Eastern District Court has closed the case without enforcing the contract allowing a double standard to exist, and protecting the interest of the AGENTS and ESQUIRE. The Affidavits of Special Negative Averments and The Bill of Peace have been *especially* avoided in responding. In other words there

have been no answers or proof to the contrary thereto, not even from the JUDGE(S). The reason is that they point out an allegiance to a foreign power in a military setting in opposition to the United States Government and, in God We Trust. Wherefore, this makes all the Petitioner's claims after 90 days Admiralty Maritime Contracts enforceable under Article 3 Section 2. In view of the evidence and decisions presented, the High Court must intervene resolving the matter, because the knowledge in this brief would not be in the best interest of the general public having pierced the veil. *Feldman*, 460 U.S. 462-483 n.16, (1983) 4. UCC §1-103, UCC §3-401, UCC § 3-501 Title 31 U.S.C. § 5118d(2), UCC §3-305, UCC §3-306.

Secondly, the Petitioner has proven by the evidence presented that "his rights to the issuance of the Writ are clear and indisputable." Id. at 381 (citations omitted). First, this was accomplished by my rebutting false billings, false housing violations and Court discrimination from The CITY and STATE by documenting non-responses from AGENTS and ESQUIRES, and by providing clear and indisputable proof of letters from ATTORNEY JAMES CUSHINGS accusing the CITY OF PHILADELPHIA, LICENSES AND INSPECTIONS BOARD OF REVIEW of harassment and fraud towards the Petitioner a.k.a Secured Party.

Thirdly, in pursuit of the Admiralty Maritime Claim Contracts the Petitioner has followed all appropriate administrative procedures to resolve the matter in the face of discrimination under Title 42

U.S.C. §§ 1981(a) and (d) for which the Petitioner has reclaimed his Sovereign Rights. In light of the extreme emergency conditions an appropriate relief is sought through the Honorable High Court under these extreme circumstances.

Congress, the Committee on International Relations and the United Nations are witnesses in this matter to the COPPEDGE REPUBLIC STATE'S COPPEDGE ORDEALS TREATIES.

The evidence shows that no other satisfactory relief can be acquired in any other form or from any other court other than the Supreme Court.

WHEREFORE, Petitioner prays that this Extraordinary Petition for Writ of Mandamus and Prohibition Invoking Original Jurisdiction and Injunctive Relief be GRANTED.

I, the undersigned, do certify and affirm that the foregoing is true and correct based on my unlimited Commercial Liability to the best of my knowledge and spiritually held by beliefs.

Respectfully in Christ submitted,

JAMES COPPEDGE, Pro Per,
UCC-1-103 and -1-202
3742 N. 18th Streets/1A
Philadelphia, Pennsylvania [19140]
Phone: (215) 913-1485

October, 2008

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|---|
| **JAMES COPPEDGE,** | : | **CIVIL ACTION** |
| **Plaintiff,** | : | **No. 08-1250** |
| **v.** | : | |
| **MARTHA BROWN, et al.,** | : | |
| **Defendants.** | : | |

**ORDER**

(Filed Jun. 12, 2008)

**AND NOW**, this **12th** day of **June, 2008**, upon consideration of Defendants' Motions to Dismiss, Plaintiff's response thereto,[1] and Defendants' Motion to Strike, it is hereby **ORDERED** that:

1. Defendants' Brown, Dunnewold, and Cortes Motion to Dismiss (Document No. 15) and Defendant Leatherman's Motion to Dismiss (Document No. 18) are **GRANTED**.[2]

---

[1] Via letter, this Court required Plaintiff to respond to Defendants' motions by June 12, 2008 (Document No. 20). On June 11, 2008, Plaintiff filed a document inappropriately titled "Memorandum to Support Dismissal of All Defendants' Motions" (Document No. 28). Having reviewed this document, the court concludes that it is Plaintiff's response to Defendants' motions and should be reclassified as such.

[2] In reviewing a motion to dismiss for failure to state a claim, a district court must accept as true all well-pleaded

(Continued on following page)

allegations and draw all reasonable inferences in favor of the non-moving party. *See Bd. of Trs. of Bricklayers and Allied Craftsman Local 6 of N.J. Welfare Fund v. Wettlin Assocs., Inc.*, 237 F.3d 270, 272 (3d Cir. 2001). "'[The] [f]actual allegations [in a complaint] must be enough to raise a right to relief above the speculative level on the assumption that all of the complaint's allegations are true.'" *Bell Atl. Corp. v. Twombly*, 127 S. Ct. 1955, 1959 (2007). To survive a motion to dismiss, a complaint must include "enough facts to state a claim to relief that is plausible on its face." *Id.* at 1974. *Pro se* complaints should be liberally construed. *Hughes v. Rowe*, 449 U.S. 5, 9 (1980).

Construing Plaintiff's pleadings as liberally as possible, Plaintiff simply does not state any federal claim upon which relief can be granted. FED. R. CIV. P. 12(b)(6). Plaintiff appears to bring a breach of contract claim against Defendants, who are the Secretary of the Commonwealth of Pennsylvania, a Pennsylvania Department of State hearing Examiner, a Deputy City Solicitor, and the Chief Counsel for the Department of State. Prior to filing this lawsuit, Plaintiff obtained a default judgment for the breach of a so-called "admiralty maritime irrevocable claim contract" by filing a Uniform Commercial Code financing statement with the Pennsylvania Department of State. Following a hearing on this judgment on December 6, 2007 before Defendant Dunnewold, the financing statement was declared fraudulently filed, the judgment was set aside, and the case referred to the Office of the Attorney General for potential prosecution. *See City of Phila. v. Coppedge Real Estate, LLC*, Department of State, Docket No. 0002-97-07 (Jan. 28, 2008). Plaintiff was entitled to, and given thirty days to appeal the adjudication; he did not appeal in state court, but rather filed the present action. *Id.*

Plaintiff's breach of contract claims fail as a matter of law because he has not alleged any facts indicating that he had any contract with Defendants. Plaintiff's incomprehensible, obscure, and bizarre references to among other things, the City of Philadelphia as a secured party, himself as a judgment creditor, a supposed "valid International Irrevocable Contract," and Defendants as "fictitious payee[s]" does not prove or even

(Continued on following page)

2. Defendants' Brown, Dunnewold, and Cortes Motion to Strike (Document No. 27) is **GRANTED**.[3] Plaintiff's so-called "Affidavit of Breach of Default Conditions Duty and Obligations of Contract" (Document No. 24) and "Affidavit of Special Negative Averment") (Document No. 25) are **STRICKEN** from the record.

3. All claims against Defendants Brown, Dunnewold, Cortes, and Leatherman are **DISMISSED with prejudice**. The Clerk of Court is directed to close this case. Plaintiff is instructed that he may be subject to sanctions for filing any additional materials in this docket.

---

suggest that Plaintiff and Defendants were ever parties to any contract. *See* James Coppedge's Motion for Default Judgment (Document No. 5). Without a predicate contract, there can be no breach of contract action. This Court's broadest reading indicates that permitting Plaintiff to amend his complaint would be futile. *Phillips v. County of Allegheny*, 515 F.3d 224, 236 (3d Cir. 2008).

[3] Federal Rule of Civil Procedure 12(f) permits the Court to strike immaterial, impertinent or scandalous matter. Plaintiff's so-called "Affidavit of Breach of Default Conditions Duty and Obligations of Contract" (Document No. 24) and "Affidavit of Special Negative Averment" (Document No. 25) and the allegations against Defendants and the [illegible] counsel are nonsensical and irrelevant to this matter, and do nothing other than clutter the docket.

**BY THE COURT:**

/s/ Berle M. Schiller

**Berle M. Schiller, J.**

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|---|
| **JAMES COPPEDGE,** | : | **CIVIL ACTION** |
| **v.** | : | |
| **MARTHA BROWN, et al.,** | : | **NO. 08-1250** |

**ORDER**

(Filed Jun. 10, 2008)

**AND NOW**, this 10th day of June, 2008, it is hereby **ORDERED** that the Request for Default Judgment (Document No. 21) filed by plaintiff in this matter is **STRICKEN** as it is relates to a matter not at issue in this action and is improperly filed with this Court.

It is further **ORDERED** that the Motion to Strike (Document No. 22) regarding the Request for Default Judgment is **DISMISSED** as moot.

**BY THE COURT:**

/s/ Berle M. Schiller
**Berle M. Schiller, J.**

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|---|
| **JAMES COPPEDGE, Plaintiff,** | : | **CIVIL ACTION** |
| **v.** | : | **NO. 08-1250** |
| **MARTHA BROWN, et al., Defendant.** | : | |

**ORDER**

(Filed Jun. 9, 2008)

**AND NOW**, this **9th** day of **June, 2008**, it is hereby **ORDERED** that:

1. Plaintiff's Request for Default (Document No. 16) against Defendants Brown, Dunnewold, Leatherman, and Cortes is **DENIED**.[1]

2. In light of the above order, Defendants' Brown Dunnewold, and Cortes Motion to Quash Plaintiff's Request for Default Judgment (Document No. 17) is **DENIED as moot**.

---

[1] Defendants Brown, Dunnewold, and Cortes filed a Motion to Dismiss (Document No. 15) on May 6, 2008. Defendant Leatherman likewise filed a Motion to Dismiss (Document No. 18) on May 21, 2008. These are responsive pleadings to Plaintiff's Complaint and thus default judgments against these Defendants for failing to respond are improper.

**BY THE COURT:**

/s/ Berle M. Schiller

**Berle M. Schiller, J.**

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|---|
| **JAMES COPPEDGE, Plaintiff,** | : | **CIVIL ACTION** |
| **v.** | : | **No. 08-1250** |
| **MARTHA BROWN, et al., Defendant.** | : | |

**ORDER**

(Filed May 21, 2008)

**AND NOW**, this **21st** day of **May, 2008** upon receipt of Plaintiff's Affidavit of Re-Service (Document No. 14), it is hereby **ORDERED** that Defendant Gerald Leatherman's Motion to Quash Service or Dismiss Without Prejudice for insufficiency of Process (Document No. 8) is **DENIED as moot**.

**BY THE COURT:**

/s/ Berle M. Schiller

**Berle M. Schiller, J.**

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---|---|---|
| **JAMES COPPEDGE,** | : | **CIVIL ACTION** |
| **v.** | : | |
| **CITY OF PHILADELPHIA LICENSE AND INSPECTIONS, et al.** | : | **No. 07-mc-12** |

**ORDER**

(Filed [Illegible])

**AND NOW**, this **29th** day of **January, 2007**, it is hereby **ORDERED** that Petitioner's Petition for Writ of Mandamus (Document No. 1) is **DISMISSED without prejudice**. Petitioner may file a Complaint or other procedurally appropriate action with this Court.

**BY THE COURT:**

/s/ Berle M. Schiller
**Berle M. Schiller, J.**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| JAMES COPPEDGE ON BEHALF OF COPPEDGE REAL ESTATE, LLC, Plaintiff, | ) | |
| v. | ) | Civ. No. 08-289-GMS |
| SAUL EWING ESQUIRE, et al., Defendants. | ) | |

**ORDER**

(Filed Jul. 8, 2008)

At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before **August 7, 2008**, the plaintiff **COPPEDGE REAL ESTATE, LLC** shall retain counsel, as a corporation or other artificial entity cannot represent itself. *See Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, **COPPEDGE REAL ESTATE, LLC** is an active limited liability company. Additionally **JAMES COPPEDGE**, a non-lawyer may not appear on behalf of, or represent, **COPPEDGE REAL ESTATE, LLC**. *See Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of **COPPEDGE REAL**

**ESTATE, LLC** to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.

/s/ [Illegible]
CHIEF, UNITED STATES
DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| COPPEDGE REAL ESTATE, LLC, Plaintiff, v. DAVID YURKIE, Defendant. | ) | Civ. No. 07-846-GMS |

**ORDER**

(Filed Jul. 8, 2008)

At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before **August 7, 2008**, the plaintiff **COPPEDGE REAL ESTATE, LLC** shall retain counsel, as a corporation or other artificial entity cannot represent itself. *See Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, **COPPEDGE REAL ESTATE, LLC** is an active limited liability company. Additionally **JAMES COPPEDGE**, a non-lawyer may not appear on behalf of, or represent, **COPPEDGE REAL ESTATE, LLC**. *See Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of **COPPEDGE REAL ESTATE, LLC** to comply with this order shall be considered a failure to prosecute and its claims shall be dismissed.

/s/ [Illegible]
CHIEF, UNITED STATES
DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| **JAMES COPPEDGE ON BEHALF OF COPPEDGE REAL ESTATE, LLC,** | ) | |
| Plaintiff, | ) | Civ. No. 07-684-GMS |
| v. | ) | |
| CITY OF PHILADELPHIA, | ) | |
| Defendant. | ) | |

**ORDER**

(Filed Jul. 8, 2008)

At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before **August 7, 2008**, the plaintiff **COPPEDGE REAL ESTATE, LLC** shall retain counsel, as a corporation or other artificial entity cannot represent itself. *See Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, **COPPEDGE REAL ESTATE, LLC** is an active limited liability company. Additionally **JAMES COPPEDGE**, a non-lawyer may not appear on behalf of, or represent, **COPPEDGE REAL ESTATE, LLC**. *See Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of **COPPEDGE REAL ESTATE, LLC** to comply with this order shall be

considered a failure to prosecute and its claims shall be dismissed.

/s/ [Illegible]
CHIEF, UNITED STATES
DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| **JAMES COPPEDGE ON BEHALF OF COPPEDGE REAL ESTATE, LLC,** | ) | |
| Plaintiff, | ) | Civ. No. 07-763-GMS |
| v. | ) | |
| GERALD D. LETHERMAN [sic], | ) | |
| Defendant. | ) | |

**ORDER**

(Filed Jul. 8, 2008)

At Wilmington this 8th day of July, 2008, having reviewed the complaint,

IT IS ORDERED that, on or before **August 7, 2008**, the plaintiff **COPPEDGE REAL ESTATE, LLC** shall retain counsel, as a corporation or other artificial entity cannot represent itself. *See Rowland v. California Men's Colony*, 506 U.S. 194, 201-02 (1993); *James v. Daley and Lewis*, 406 F. Supp. 645, 648 (D. Del. 1976). According to Pennsylvania Department of State corporations records, **COPPEDGE REAL ESTATE, LLC** is an active limited liability company. Additionally **JAMES COPPEDGE**, a non-lawyer may not appear on behalf of, or represent, **COPPEDGE REAL ESTATE, LLC**. *See Van De Berg v. C.I.R.*, 175 Fed. Appx. 538, 541 (3d Cir. 2006). Failure of **COPPEDGE REAL ESTATE, LLC** to comply with this order shall be

considered a failure to prosecute and its claims shall be dismissed.

/s/ [Illegible]
CHIEF, UNITED STATES
DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF DELAWARE**

| | |
|---|---|
| **JAMES COPPEDGE** ON BEHALF OF **COPPEDGE REAL ESTATE**, LLC, Plaintiff, v. CITY OF PHILADELPHIA, Defendant. | C.A. No. 07-684-*** |
| **JAMES COPPEDGE** ON BEHALF OF **COPPEDGE REAL ESTATE**, LLC, Plaintiff, v. GERALD D. LEATHERMAN, ESQUIRE, DEPUTY CITY SOLICITOR, CITY OF PHILADELPHIA, PENNSYLVANIA LAW DEPARTMENT. Defendant | C.A. No. 07-763-*** |

**ORDER**

(Filed Jan. 24, 2008)

At Wilmington this **24th** day of **January, 2008**.

The court received a letter from plaintiff dated January 21, 2008 ([illegible]) requesting a continuance

of the January 28, 2008 teleconference. The teleconference with Judge Thynge is scheduled for February 12, 2008 at 9:00 a.m. as set forth in the Court's Order dated January 15, 2008 ([illegible]), not January 28, 2008. Therefore,

IT IS ORDERED that the Rule 16 scheduling teleconference with Judge Thynge in the above matters, as set forth in the Court's Order dated January 15, 2008, shall go forward as previously scheduled for **Tuesday, February 12, 2008 at 9:00 a.m. Defense counsel shall initiate the teleconference call.**

Local counsel are reminded of their obligations to inform out-of-state counsel of this Order. To avoid the imposition of sanctions counsel shall advise the Court immediately of any problems regarding compliance with this Order.

/s/ Mary Pat Thynge
UNITED STATES
MAGISTRATE JUDGE

***Law Office of Fay Riva Cohen, P.C.****

***2047 Locust Street***
***Philadelphia, PA 19103***
***Phone: (215) 563-7776; Fax: (215) 563-9996***

FACSIMILE TRANSMITTAL SHEET

| | | |
|---|---|---|
| To: Angelo Torres, Inspector | | FROM: James W. Cushing, Esquire |
| | | DATE: June 14, 2006 |
| FAX NUMBER: 215-685-3734 | | PAGES INCLUDING COVER: (2) |
| PHONE NUMBER: 215-685-3780 | | SENDER'S REFERENCE NUMBER: |
| RE: 3837 N. Bouvier Street; CE-05-09-32-0053 | | YOUR REFERENCE NO. |
| | | |

☐ URGENT FOR REVIEW ☐ PLEASE COMMENT
X PLEASE REPLY ☐ PLEASE RECYCLE

Dear Mr. Torres:

A hearing was held this morning to address the violation alleged against the above captioned property. The hearing resulted in L&I's claim being withdrawn and vacated. As per the representations made by the L&I representative at said hearing,

* Any typographical error and/or incorrect punctuation found in the following pages were intentionally left to show accurately how the original documents appeared.

please close out the violation(s) currently against this property. In addition, when you do so, please inform this office in writing of same.

Attached to this facsimile for your review is the Affidavit of Residency requested by L&I. Ms. Claire Daniels was supposed to have picked up said Affidavit however she failed to do so. I am issuing you the attached Affidavit at the instruction of the L&I representative present at the aforementioned hearing who represented that you, or someone in your office, requested that I issue you the Affidavit via facsimile in order to ensure the violation(s) is(are) closed by L&I.

Thank you for your consideration in this matter.

Very truly yours,

/s/ James W. Cushing
James W. Cushing, Esquire

***Law Office of Fay Riva Cohen, P.C.***

***2047 Locust Street***
***Philadelphia, PA 19103***
***Phone: (215) 563-7776; Fax: (215) 563-9996***

FACSIMILE TRANSMITTAL SHEET

| | | |
|---|---|---|
| To: Inspector Daniels | | FROM: James W. Cushing, Esquire |
| | | DATE: June 20, 2006 |
| FAX NUMBER: 215-685-3734 | | PAGES INCLUDING COVER: (7) |
| PHONE NUMBER: 215-685-3780 | | SENDER'S REFERENCE NUMBER: |
| RE: 3837 N. Bouvier Street; CE-05-09-32-0053 and 3737 N. 18th Street, CE-05-09-32-0045 | | YOUR REFERENCE NO. |
| | | |

☐ URGENT FOR REVIEW ☐ PLEASE COMMENT
X PLEASE REPLY ☐ PLEASE RECYCLE

Dear Ms. Daniels:

My client, JAMES COPPEDGE, has just received a Notice of Violation from your office for the property located at 3737 N. 18th Street (CE-05-09-32-0045). Said Notice is attached hereto for your review. As you know, this matter was disposed of at a hearing held on May 17, 2006 – all violations were withdrawn. The docket entries for said matter are attached hereto for

your review. Please note the entry of L&I's withdrawal without prejudice on the line for May 17, 2006. Consequently, please ***immediately*** update your records and discontinue issuing my clients incorrect violation notices. In addition, please ***immediately*** send this office written confirmation that L&I's has closed this matter.

Attached also are the docket entries for the property located at 3837 N. Bouvier Street (CE-05-09-32-0053). On June 14, 2006 a hearing was held during which L&I withdrew its claims against the property. Please note the entry of withdrawal without prejudice for June 14, 2006 to evidence same. On the same day I issued a facsimile to your office requesting that your office send this office written confirmation that L&I has closed this matter. I have received no response whatsoever. Per your receipt of the instant facsimile, please ***immediately*** send this office written confirmation that L&I's has closed this matter.

Thank you for your consideration in this matter; I anticipate your prompt cooperation.

Very truly yours,

/s/ James W. Cushing
James W. Cushing, Esquire

***Law Office of Fay Riva Cohen, P.C.***

***2047 Locust Street***
***Philadelphia, PA 19103***
***Phone: (215) 563-7776; Fax: (215) 563-9996***

FACSIMILE TRANSMITTAL SHEET

| | |
|---|---|
| To: Leslie Fields | FROM: James W. Cushing, Esquire |
| | DATE: July 11, 2006 |
| FAX NUMBER: 215-685-3734 | PAGES INCLUDING COVER: (3) |
| PHONE NUMBER: 215-685-3780/3738 | SENDER'S REFERENCE NUMBER: |
| RE: 3837 N. Bouvier Street; CE-05-09-32-0053 and 3737 N. 18th Street, CE-05-09-32-0045 | YOUR REFERENCE NO. |
| | |

☐ URGENT FOR REVIEW ☐ PLEASE COMMENT
X PLEASE REPLY ☐ PLEASE RECYCLE

Dear Mr. Fields:

On June 20, 2006 I issued a facsimile to your college Angelo Torres. He indicated he would address the issues contained therein immediately. That facsimile is attached hereto for your review. I contacted Mr. Torres by telephone on June 26, 2006 and he was surprised to discover that the issues contained in said facsimile had not been addressed. I again

attempted to contact him today only to discover that, as yet to my knowledge the issues have *still* not been addressed and he went on vacation without completing this task or informing me of same, despite my numerous requests for this matter to be resolved.

Please review the attached facsimile and respond to me tomorrow with the status of these matters and when they are projected to be resolved.

Thank you for your consideration in this matter; I anticipate your prompt cooperation.

Very truly yours,

/s/ James W. Cushing
James W. Cushing, Esquire

***Law Office of Fay Riva Cohen, P.C.***

***2047 Locust Street***
***Philadelphia, PA 19103***
***Phone: (215) 563-7776; Fax: (215) 563-9996***

FACSIMILE TRANSMITTAL SHEET

| | |
|---|---|
| To: Deputy Commissioner Dominic Verdi | FROM: James W. C shing, Esquire |
| FAX NUMBER: 215-685-3733 | DATE: July 25, 2006 |
| PHONE NUMBER: 215-685-3730 | PAGES INCLUDING COVER: (4) |
| *RE: 3738 N. BOUVIER STREET; CE-05-09-32-0053* | SENDER'S REFERENCE NUMBER: |
| | |

☐ URGENT FOR REVIEW ☐ PLEASE COMMENT
X PLEASE REPLY ☐ PLEASE RECYCLE

Dear Mr. Verdi:

Allow me to apologize for contacting you over this issue as I am sure you are a very busy man, however I am seeking you as a last resort to resolve this problem. In the above captioned matter, a hearing at the Municipal Court of Philadelphia was held on June 14, 2006 to resolve the issues surrounding the violations allegedly found at the property. After receiving evidence that the violations, if any, have been resolved and that the property is in full L&I compliance, the Court ruled that the violation and

case against this property to be withdrawn; the docket entries for same have been attached hereto for your review.

Since that time **Mr. Coppedge**, my client and the owner of the above captioned property, has continued to receive the same violation notice. As a result, I have made several telephone calls and sent at least three facsimiles to Inspectors Daniels and Torres as well as Leslie Fields. I have been consistently told that, despite the Court's finding and ruling, these individuals refuse to close the case against my client. Ms. Fields has not provided any assistance in closing out this matter in accordance with the Court's ruling. Inspector Daniels refuses to do it (or at least facilitate it), consistently saying "I know what I saw," in direct contradiction and finding of the Court. In fact, after attempting to discuss the matter with her today, she literally hung up on me mid-sentence, mid-conversation, absolutely refusing to abide by the ruling of the Court. Finally, Inspector Torres, who assured me that he would handle this situation promptly, instead promptly went on vacation: a vacation which I was told was a one (1) week vacation, which then turned into a two (2) week vacation. When I contacted L&I this morning, I have was told that he is now on a three (3) week vacation. I am not sure what is happening with Mr. Torres, either no one has any idea when he is on vacation or he and his office are specifically avoiding speaking with me and addressing this situation.

I am not seeking anything unusual or unreasonable. **MR. COPPEDGE** received a notice of violation from L&I. We reviewed the claims made by L&I and addressed them in open Court. The Court ruled that the violations and claims against the aforesaid property are to be withdrawn. If L&I can simply ignore the ruling of the Court and maintain its claims against a party despite the ruling, what is the point of going through the Court process at all? It is basic American justice which dictates that L&I cannot continue to cite an innocent party with violations that have been proven in a court of law to be unfounded. Therefore, I request that the case against this property be closed immediately. Quite frankly, considering the length of time and regularity of my contact with L&I, and the lengths I have had to go to ensure that the Court's ruling is complied with, there is no excuse for continued delay.

I do not wish this matter to continue any further, however my client is reaching his wits end and my client may seek legal action against L&I in order to ensure that the Court's rulings are complied with specifically my client my pursue a Writ of Mandamus a Motion for Contempt of Court for failing to cease and desist harassing him and for blatantly ignoring the Judge Presenza's Court's order withdrawing this matter, as well as a possible 1983 claim against L&I.

I would appreciate it if, after your review of the instant facsimile, you would contact me so that we may discuss how this matter can be quickly resolved.

Thank you for your consideration in this matter; I anticipate your prompt cooperation.

Very truly yours,

/s/ James W. Cushing
James W. Cushing, Esquire

**URGENT FAX**

ATTENTION: JAMES CUSHINGS

FROM: JAMES COPPEDGE/Krisha Johnson [/s/ [illegible]

DATE: August 30, 2006

RE: Attached VIOLATION NOTICE FROM L & I

Dear James;

Earlier today, MR. COPPEDGE received from the tenant at 3738 N. Bouvier Street the following violations (mail). The tenant as usual was rather upset to see yet another letter (usually) card coming from L & I therefore, decided to called MR. COPPEDGE. The tenant Ms. Davis's son (Joe) brought the letter over to MR. COPPEDGE at 3742. Upon opening the letter he found various violations for a completely different home (3742). This letter should have been sent directly to MR. COPPEDGE's place of residence/office. L & I have the correct address as to where all mail regarding any of the homes should be mailed. However; it was sent to the above address. Our take on this is that L & I (Ms. Daniels) are sending the mail to different homes purposely, hoping that we never get it and miss the deadlines for making repairs. Unfortunately, for L & I we are both on-site landlords 24 hours a day, and 7 days a week and we have a great rapport with the tenants.

If you look back at the violations from years ago (which I've already provided you with) including 2004 & 2005 you will find that these violations are the same violations. Just a few months ago all violations

pertaining to this home was vacated. Why has Ms. Daniels once again opened this case? She continues to state that "SHE HAS FOUND" .... in the homes things that are supposedly wrong. NEVER, once since the appointed and scheduled dates to inspect our homes has she inspected any of these homes. Her allegations are definitely unfounded and something *must* be done about her seemingly personal and vindictive vendettas against **MR. COPPEDGE** and his business. It is evident that she is and has *abused her power within the city limits and for sure our/his civil rights.*

Thanks for your attention in this matter.

**JC & KMJ**

---

[SEAL]

**U.S. Department of Justice**
*United States Attorney*
*Eastern District of Pennsylvania*

*615 Chestnut Street*
*Suite 1250*
*Philadelphia, Pennsylvania 19106-4476*
*(215) 861-8200*

January 24, 2007

**JAMES COPPEDGE**
3742 N. 18th Street
Philadelphia, PA 19140

RE: Your Complaint Report of January 22, 2007

Dear **MR. COPPEDGE**:

This office has received your Complaint Report of January 22, 2007 regarding your allegations of harassment by representatives of Councilwoman Donna Miller's office and the Philadelphia Department of Licenses & Inspections. Please be advised that the United States Attorney's Office is responsible for the prosecution of persons accused of violating federal laws and for representing various officers and agencies of the federal government in civil actions. Accordingly, this office can only undertake those cases falling within federal jurisdiction as described above.

We have reviewed your letter and determined that we are not the appropriate office to contact at this time. We suggest that you contact the Federal Bureau of Investigation at 215-418-4000 for your allegations of extortion and threats. We are also

returning the documents which you attached to your complaint report.

Very truly yours,

The United States Attorney's Office

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*Indictment and information*

UNITED STATES OF AMERICA
VS
James W Cushing

*(Count one) violation Mail Fraud Title 18 1341*
incorporated in this paragraph one at all times

1. On or about Sunday January 29th 2007 The defendant Id an attorney James M Cushing outta law office of Faye Riva Cohen, P C did commit Mail Fraud hand delivering a threatening letter & submiting it to his purported client **JAMES COPPEDGE** intimiding & retaliating against a victim within the Jurisdiction of United States Southeastern District of Pennsylvania. The Said defendant did repeat this same criminal act with mens rea & actus reus on the date of 1/30/07 further injuring the plaintiff with ethnic racial intimidation and very foul and explicit word to scare and intimidate via U S Postal services by mailing the victim another threatening letter and attacking him filing these federal charges against the city Due to his firm aidding and abetting criminal racketeering enterprise the Victim **JAMES COPPEDGE** did hire the Defendant hired in 2005 **reluctantly** only on L & I issues against the city nothing else; he has shown his

violent obsessive compulsive behavior in a private Conspiracy with the city of philadelphia L&I stealing monies unlawfully from me under color of law and extortion purpetuating his criminal activities using the USPS in the county of philadelphia by mail.

(Count two) violation False entries Title 18 1001 incorporated into the paragraph below

On or About 1-29-07 James M Cushing acting without the authorization or legal consent of the Victim **JAMES COPPEDGE**, the defendant James M Cushing sidebarred with federal Judge while **assuming** he was under the retainment of the Victim **JAMES COPPEDGE** knowingly conspired against **JAMES COPPEDGE** by declaring him **incompetant** which resulted in the unlawful dismissal of the writ of mandamus with prejudice this action was done withknowledge of the unlawful action under Title 18 section 241 & 242 1961 with actus reus and mens rea causing a miscarriage of justice on part of the rico case against the city of philadelphia L & I

**TRUE BILL** **Foreman**

**U.S. Attorney General**
**person**

_____ _____

_____

**COPPEDGE REAL ESTATE, LLC**
**JAMES COPPEDGE**
3742 N. 18th Street
First Floor
Philadelphia, PA 19140

January 29, 2007

Law Offices of Faye Riva Cohen, P.C.
ATTN: James Cushing, Esq.,
Faye Cohen, Esquire &
Adam Meshkov, Esquire
2047 Locust Street
Philadelphia, PA 19103

***RE: Your Notice from 1/26/2007 & Licenses & Inspection's Matters***

Dear Attorney Cohen, and Attorney Cushing, et al

This letter to you all will service as my rebuttal to your comments in your above reference dated letter to me which I received on January 29, 2007.

It is with deep regret that we will end on this note. However, it is unfortunate that the reason for my lack of success and the continued harassment and fraudulent problems I continue to have with License and Inspection & now the Zoning Board is a consequence of your failure to defend me. Not to mention my lack of confidence in this firm.

I believe that my money should be returned because a thorough review of my case was never done nor certain issues addressed, which in my opinion would have dismissed all charges against me had you requested that the charges be dismissed. However,

during my own thorough research I have discovered that back in 1994 through 1997 L&I seemingly was on a rampage to close those homes for one reason or another which brought these violations current to today. In 1993 I signed over 714, 716 F. Chelten to my former wife Rita Pressley. These homes where NOT my homes during which times L&I began citing those properties and her personal residence at 3737 N. 18th Street in which she lived ALONE, but I owned. These properties where registered as Community Personal Care Group Center, Inc. As a result of those connections, L&I began citing all of my homes starting with 3737 N. 18th Street & 4142 N. 8th Street into 3739, 3742 N. 18th Street, and 3738 N. Bouvier Street. I truly believe that I am a victim because of this connection Although, L&I continue to say that the reason for their inspections where because of complaints from tenants and or neighbors, there where no complaints from any of my tenants or neighbors (I would like for them to prove this). All complaints where fabricated by L&I in order to justify violating Ms. Pressley's privacy at 3737 N. 18th Street. However, the torture that she received from the City of Philadelphia, L&I's Department, I am finding now where unjust and politically motivated which has caused her a LOSS OF HEALTH and permanent confinement to a nursing home. I am only lead to believe that this law firm has conspired with the City of Philadelphia for your own commercial gain, benefit and control of enterprise based on racial discrimination, conflict of law and conflict of my properties and my best interest. However, **YOU**

(James) indeed have provided some of the incriminating evidence needed to make this a Federal matter under Title, 42, sec 1981 A&C 1983 & 1986, 2000 A, 2000 B 2. Therefore, as of today, (January 30, 2007) ***YOU ALL ARE FIRED AND ARE NOT ALLOWED TO ASSUME ANY AUTHORITY TO MAKE DECISIONS PERTAINING TO ME OR ANY OF MY PROPERTIES***. Also, I am *again* requesting that all of the extortion fees be returned to me from the time this office took my case (at which time you lead me to believe that L&I had issues and that they where indeed being unjust and unfair to me. Actually MANY times you stated that we were on L&I's RADAR for some unknown reason which was not right) until now which I have paid in full. All this office have done from day one was to feed me and my assistant (Krisha Johnson) false hope knowing (making me feel like L&I would let up off of me as long as I am complying with EVERYTHING) that you were NOT really working in our best interest. It just seems as though the MORE I DO/DID, THE MORE YOU & L&I make me do. When does it end? This problem has been going on now for 2 or more years and NOTHING HAVE GOTTEN BETTER FOR ME. Instead L&I are just digging deeper and deeper in my pockets and you are going along with everything they say instead of defending me and my properties. I HAVE DONE ***EVERYTHING*** they asked and still it has **not been enough**.

On January 23, 2007 L & I came out to do another inspection (which was supposed to only be an

inspection to see if the violations in question were corrected, instead they did a FULL BLOWN THOROUGH inspection on EVERYONE of my homes *again*). After seeing and witnessing their inspection with my own eyes and seeing how they were performing their inspection it lead me to strongly believe that they were actually INVESTIGATING my homes, (this steamed I believe from what David Yerkie from Donna Miller's office said in court that . . . My homes are crack homes) NOT DOING AN INSPECTION. There is a difference in and and inspection and investigation; and an INVESTIGATION is EXACTLY WHAT THEY DID. You might question how I came up with their inspection being an investigation. Well, I'll tell you how. Most of the rooms they entered they were looking behind the beds, and underneath the beds. They were also, looking behind dressers and looking in closets without permission under duress, threats and coercions. In all the years that I have dealt with L & I. NEVER has an inspector performed such an inspection to that extent. My tenants who were present at that time feel that their civil rights of privacy were also violated. Ms. Daniels went as far as to *slip up and say at the end of the inspection that they "should not have inspected 3742 because the violations on that home had been cleared up and closed. She also said that a lot of the violations had been actually cleared up (I can't remember them all right now). After her comment Attorney Meshkove and my assistant asked "WHY DID YOU INSPECT THAT HOME THEN" her response was the lamest response ever "I DON'T KNOW" is what she said.* Attorney,

Meshkov called you to notify you of what was going on (when I informed him that the inspection should not be a full inspection) WHAT DID YOU DO ABOUT IT.

Also, while doing the inspection at 3737, Inspector Daniels complimented that home. However, later during the inspection in that same home and while in the bedrooms which looks like someone stays there she asked "Who lives here"? My assistant said she does. In return Inspector Daniels ORDERED Inspector Tenant to "CHECK HER CLOTHES". That was OUT OF ORDER. (My assistant was not and is not under investigation, so what gave her the right to tell him to check her clothes (personal belonging). This IS SEXUAL HARRASMENT. What did you do about that? See, many times me or my assistant has notified you about certain behaviors of L & I; and you have done NOTHING about it. You seemingly just brush our complaints under the carpet, but act vigorously on any and all unfair and unjust complaints or acts from L & I.

Therefore, as you have already been made aware of by the City Solicitor, YES! I had to take matters into my own hands to SAVE MY LIFE AND WHAT I HAVE WORKED 20 YEARS OF MY LIFE TO HAVE AND BUILD. Again, you have done nothing more in my defense, but left me continuously feeling pessimistic about this whole situation. Therefore, we can expect fraud from your office under C.J.S. 7 Sec. 4.

Now, and suddenly you send me this letter degrading and insulting my efforts to improve my properties. Not too long ago you yourself (James Cushing) came out to my homes and you walked through each home with me and my assistant. You (James Cushing) yourself stated during those walk thoughts something to the fact "that our homes where in good shape and that you saw nothing that would warrant the complaints of L & I". One recommendation you made was at 3738 N. Bouvier Street. You suggested that we install a banister going down the basement steps, which we did in that same week. Now, you **write** in your letter dated to me January 29, 2007 that you and Attorney Meshkov agree that "my buildings need significant work, and that indeed, even a coat of paint in each room and cleaning out the clutter from the buildings would go along way to making the buildings more presentable to the inspectors". **I RESENT THOSE REMARKS. THEY ARE DECEITFUL.** In response to that statement, neither you nor Attorney Meshkov had any complaints before now. There is NO CLUTTER in any of my homes other than in one basement (and even that is NOT CLUTTER). They are my personal belongs, and my personal space is NOT a rental unit. His presence with the inspectors was an invasion of my privacy under duress, threat and coercion. I am allowed to keep my own personals right?. Therefore, Adams remarks are fallacious. The inspectors spent ample time in each and every one of my rooms. They searched/inspected each room thoroughly. The inspection started at 12:00 noon sharp, and did not end until approximately 3:30. How do you

justify that they "spent more time in the rooms that were cosmetically less attractive verses those rooms which looked cleaner and more presentable. EVERY ROOM WAS PRESENTABLE. The inspectors NEVER said anything about CLUTTER, or what was PRESENTABLE. Those are your own personal allegations. Not only have you gone from insulting me with your allegations, but now you have become an inspector, not to mention the fact that you strongly **recommend** that I start hiring contractors (remodeling) for my buildings. How can I continue to make improvements when you and L & I are constantly keeping me paying court and attorney fees? You are running up in my POCKETS AGAIN. WHY? Everything is in compliance with L & I and yet you have betrayed my trust in you. I see this as some form of RETALIATION for the Writ of Mandamus which you stated that "I had no basis in law for such a Writ". How is that so, when you yourself THREATENED L&I with the Writ of Mandamus in your letter dated July 25, 2006 to a Leslie Fields.

How dare you suggest that I have not been in compliance with L & I, ESPECIALLY WHEN I HAVE RECEIPTS AND PROOF THAT I HAVE DONE EVERYTHING THEY HAVE REQUESTED TO MY KNOWLEDGE. ALL CITED VIOLATIONS HAVE BEEN CORRECTED. I HAVE RECIEPTS AND PROOF (The proof you are so eager to believe I don't have all of a sudden).

As far as the "status of my homes as rooming houses, I am as I have always told you that I am willing to do

whatever I must do to correct L&I concerns. I am not avoiding making corrections to my homes in know way and I never have. If I am required to do something different with my home I would consider that also. I AM ONLY ASKING FOR L&I to be fair about their decisions and thus far I have not found that to be so because their motives are politically motivate by Councilwoman Donna Miller's office which you many times have stated and agreed too. Just maybe you have something (more than what I think) to do with what's happening to me. I WELCOME CONSTRUCTIVE CRITICSM. I AM NEVER APPOSED TO SOMETHING GOOD WHEN IT BENEFITS ME AND MY PROPERTIES and my TENANTS. So your comments once again I find are imaginary.

You also stated that I went behind your back and filed the Writ of Mandamus. I believe it is my right to file a writ of mandamus. On July 25, 2006 in your Facsimile Transmittal Sheet to a Leslie Fields, It's exactly what YOU threaten to "strongly advise your client to pursue" against them. The reason you considered having us to do so was you stated that "L & I cannot continue to cite an ***innocent party with violations that have been proven in a court of law to be unfounded".*** However, they ignored your memos and you NEVER did anything about their behavior on my behalf. WHY? In fact you actually allowed them to get worse.

In court on January 23, 2007 the Zoning Board asked for photos of the homes (inside/out) and they did ask for us to take some photos of the block. Well, you are

*telling me* that I should have PROFESSIONAL PHOTOS TAKEN AND THAT I GET 3 EXTRA COPIES. WHY? WHAT'S THE PURPOSE? I see this as just another EXPENSIVE EXPENSE and ANOTHER HARRASSMENT AND EXTORTION TECHNIQUE for me on top of EVERTYING ELSE L&I has ordered me to do which you support. At my last court hearing they asked for sealed drawings for 3739 and 3742 N. 18th street. You turn around and tell me that I need them for EVERY HOME. So, you will know, I was there and that's not what they said. Court was specifically about those two (2) homes and those homes where the homes they where referring to.

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE
COMMONWEALTH

| | | |
|---|---|---|
| COPPEDGE REAL ESTATE LLC<br>Respondent | : | Financing Stmt.<br>No. 2006091901558 |
| v. | : | CITY OF PHILADELPHIA |
| [Illegible]<br>Petitioner | : | |

**AFFIDAVIT DEMANDING TO CANCEL HEARING**

***NOTICE: THE CITY SOLICITOR LACKS SUBJECT MATER JURISDICTION DUE TO NO ANSWER AGAIN, VALIDATING MY UCC-1 AGREEMENT BY OMISSION TO REBUT SAID AFFIDAVIT. WARNING, THIS IS AN INTERNATIONAL AGREEMENT WHICH FALLS UNDER FOREIGN SOVEREIGN IMMUNITY TITLE 28 1604.***

Therefore, I am again hereby demanding that the Department of State of Pennsylvania withdraw and cancel the petition and hearing request by the City of Philadelphia, City Solicitor, GERALD D. LEATHERMAN, ESQUIRE who has defaulted on answering an Affidavit of Special Negative Averment, governing the Secured Party, **COPPEDGE REAL ESTATE, LLC** (Please see Exhibit 1, Affidavit of Special Negative Averment and Certificate of Non-Response).

I am also demanding a demand for a Cease and Desist Order on the part of the City of Philadelphia, Deputy City Solicitor, MR. GERALD D. LEATHERMAN, ESQUIRE from harassment of the Secured Party and interference of the Secured Party's private contract with the City of Philadelphia whatever they may be through default.

Furthermore, I am demanding that the Secured Party's UCC-1 and Security Agreement remain therefore perfected. Furthermore, **COPPEDGE REAL ESTATE, LLC**'s UCC-1 and Security Agreement are an international asset assignable to other jurisdiction irrevocable under the International Law. Know that this contract is subjected to Title 9 USC Section 2, 202, 204, 304 with the United States Congress as a witness in this redress of grievance.

Please inform me of your decision as soon as possible. Thank you.

I am –

**JAMES COPPEDGE**

Private Property for Private use only
No Trespassing

June 21, 2007

T. Andrew Swain, Esquire
Welch, Gold & Stegel, P.C.
428 Forbes Avenue
Pittsburgh, PA 15219

**SUBJECT: FALSE SEARCH WARRANT/**
**Case # 382-992**

Dear Mr. Swain:

Do you agree that this warrant could be read in one of two ways? (1). **JAMES COPPEDGE** is the owner and occupant known as Brad? (2). **JAMES COPPEDGE** is the owner and not the occupant known as Brad? Please, advise on the above and following information to determine whether we have a case or not.

What was the event, that lead up to another attack on my character and home at 3739 N. 18th Street, Philadelphia, PA 19140. It was the election of city council held on May 15, 2007. Prior to 4/24/07 I posted signs on my properties to elect Ms. Cindy Bass as City Council 8th district, which was council women Donna Miller's Office. I actively participated in supporting Ms. Bass to be elected to remove Ms. Miller from office. On 4/24/07 Council Woman's office ordered a narcotics raid on my building at 3739 N. 18th Street. A search warrant was issued to search the property (see attachment). The officer in charge informed me after the raid that no drugs were found. I asked him if I was in any trouble because of the raid

and he said "no I was not". I asked who made the complaint he said "people in the neighborhood". None of this was true. I'm sure the record downtown will reflect that councilwomen office ordered the raid through Mr. David Yurkie, another city official. This raid was ordered in my opinion because I apposed Ms. Millers' re-election. This is "Official Oppression". The warrant will show a false arrest statement against me. It states that drugs were found in my possession, e.t.c., and that I was arrested. It clearly names me as JAMES COPPEDGE, the owner of the property AKA Brad.

I am not known as Brad, I was not in or at the property at the time of the arrest. I don't live at the property; I was not arrested, handcuffed nor taken downtown and scheduled for a hearing or finger printed. The search warrant implies that all of this was done. My good name and reputation has been damaged severely. Now, I'm listed on a search warrant somewhere as a criminal with an arrest and drug possession. None of this is true. The City of Philadelphia should be held liable for official oppression.

The room that was search at 3739 N. 18th Street was room 2A. The resident of Ms. Elizabeth Hicks was searched. Her boyfriend's name is Brad Elliot. The search warrant appears to intentionally mistake the identity of Brad Elliott for JAMES COPPEDGE. The purpose of the raid was to destroy my character and good name in the community and personally by

issuing an official document that paints me as a drug dealer and criminal.

As a result of this raid a few of my tenants moved out the following week. This caused me to loose rents unexpectedly.

On face value one can show this document to anyone, and it will accuse me of those horrible things which never happened to me. The City should be held liable for $20M lawsuit, my good name restored, the record corrected along with official letter of apology.

Sincerely,

/s/ [Illegible] COPPEDGE
JAMES COPPEDGE

Ref warrant control # 127673, 4.24.07

*Welch Gold & Siegel, P.C.*
*Attorneys at Law*

June 28, 2007

Philadelphia Police Department
One Franklin Square
Philadelphia, PA 19106

Re: **JAMES COPPEDGE**
Search Warrant Control No.: 127673
Date of Application: 4-24-07
Our File No.: 382992

Dear Ladies and Gentlemen:

**JAMES COPPEDGE** recently consulted with Welch, Gold and Siegel, regarding a search warrant, a copy of which is enclosed and which is referred to above. **MR. COPPEDGE** is the owner of the property that was the subject of this search. The warrant does not appear to list any reason for the search of his premises. **MR. COPPEDGE** would like a copy of the Affidavit that was presented to the judge in order to obtain the search warrant. **MR. COPPEDGE** is concerned as to whether any illegal use of drugs is occurring on his premises, and he would like to discuss this with his tenants and those who may frequent his apartment building as guests or otherwise. I ask that you send me a copy of the Affidavit or other information that was used to obtain the search warrant.

Thank you very much for your cooperation in this matter. If you have any questions or would like to discuss this, please let me know.

Sincerely yours,

WELCH, GOLD & SIEGEL, P.C.

/s/ T. A. Swain
T. ANDREW SWAIN, ESQUIRE

TAS/dcg
Enclosure

cc: JAMES COPPEDGE
3742 N. 18th Street
Philadelphia, PA 19140-3533

## AFFIDAVIT OF STIPULATION OF MONOTARY JUDGMENT

The City of Philadelphia, a non-profit corporation has failed to rebut my affidavit of Negative Averment constituting the following stipulation which will be enforced as a Treaty, Treatise or International Agreement in which will be upheld under the Act of State Doctrine as a foreign judgment under Title 28.1608. There is no cure with the exception of settlement of $10,075,000.00 of the whole claim or $2 million dollar settlement.

1). This agreement will constitute full liability by the City of Philadelphia, its agents jointly and individually.

2). The City of Philadelphia Law Department or Risk Management will assure this payment via Common Pleas Court, Commonwealth Court, and the PHRC or Maritime Lien via the United States Coast Guard

3). Stipulations also include wholesale collect of the judgment lien under chapter 7 of the bankruptcy laws or premier capital, LLC's, given the power of attorney to execute a writ of mandamus on the Wachovia Bank account of the City of Philadelphia not limited to Donald Trump whole acquisition of said judgment.

4). Stipulation also grants UCC lien in another state enforceable via all stipulations above in any state or country without further notifications above in any state or country without further notification.

The city has three days to settle either $10,075,000.00 or 2 million.

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF PHILADELPHIA ss**

On this 31st day of July 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came, **COPPEDGE REAL ESTATE, INC/JAMES COPPEDGE** before me personally known to be the JUDGMENT CREDITOR who is executing this AFFIDAVIT OF STIPULATION MONOTARY JUDGMENT, and they acknowledge this execution the same, and their signature's are dully affixed by the authority of His Sacred and Savior, SON OF MARY, the I AM – the ALL seeing eye of eternal life.

/s/ [Illegible]
**COPPEDGE REAL ESTATE, INC./JAMES COPPEDGE**

**COPPEDGE REAL ESTATE, LLC/**
**JAMES COPPEDGE**
Natural personal non-surety
UCC 1-201 (27) (35) NOTICE
Accepted for Value & Exempt from Levy

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal of the City of Philadelphia the day and year first above written.

/s/ John T. Melvin Jr.
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE
COMMONWEALTH

| | | |
|---|---|---|
| **COPPEDGE REAL ESTATE LLC** | : | |
| Coerced Respondent | : | |
| | : | Financing Stmt. |
| v. | : | No. 2006091901558 |
| CITY OF PHILADELPHIA | : | |
| DE FACTO PETITIONER | : | |

**NOTICE TO CANCEL DE FACTO PETITIONER'S NOTICE TO PLEAD DATED SEPTEMBER 26, 2007**

Secure Party maintains Sovereign Immunity under Title 28, Section 1604 hereby canceling any and all hidden stipulations by the De facto Petitioner's and the states ability to move forward with any remedy due to stipulations they already agreed to.

The De Facto Petitioner has *slandered* the real party's interest, by filing a false premise with the State by confusing the identity of all CAP'S **COPPEDGE REAL ESTATE, LLC** (Artificial) with **COPPEDGE REAL ESTATE, LLC** (Natural Person). They are not the same. Therefore, any and all negative against the coerced respondent must be denied.

There will be no hearing that the Secured Party should attend due to the omission by the De facto Petitioner.

## CERTIFICATION OF NON-RESPONSE

I, JOHN T MELVIN JR, a Notary Public, do hereby certify and affirm that I have received no response to **COPPEDGE REAL ESTATE, LLC/JAMES COPPEDGE's** Affidavit of Specific Negative Averment and Bill of Peace from the CITY OF PHILADELPHIA, GERALD D. LEATHERMAN, ESQ. DEPUTY CITY SOLICITOR, CITY OF PHILADELPHIA, PENNSYLVANIA LAW DEPARTMENT, 1515 ARCH STREET, 16TH FLOOR, PHILADELPHIA, PA 19102 as of the 9th day of OCTOBER 2007.

WITNESS my hand and official seal.

/s/ John Melvin Jr.
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2007

Private and non-negotiable between the parties

## CERTIFICATION OF NON-RESPONSE

I, JOHN T MELVIN JR, a Notary Public, do hereby certify and affirm that I have received no response to **COPPEDGE REAL ESTATE, LLC/JAMES COPPEDGE** for Affidavit of Special Negative Averment and Bill of Peace from RUTH D. DUNNEWOLD, ESQUIRE of COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE BEFORE THE SECRETARY OF THE COMMONWEALTH HEARING EXAMINER, HARRISBURG, PENNSYLVANIA.

on this 5th day of December 5, 2007.

---

WITNESS my hand and official seal.

/s/ John Melvin Jr.
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

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## CERTIFICATION OF NON-RESPONSE

I, JAMES COPPEDGE, JAMES COPPEDGE, a legal Sovereign, do hereby certify and affirm on behalf of COPPEDGE REAL ESTATE, LLC that I have received no response from the following:

1). ESQUIRES FOR THE STATE OF PENNSYLVANIA AND CITY OF PHILADELPHIA SOLICITORS from AFFIDAVIT OF INVOLUNTARY FALSE MUSTER INTO MILITARY AUTHORITY AND MONOTARY LIABILITY OF THE COMMONWEALTH OF PENNSYLVANIA WITH MONOTARY LIABILITY OF ESQUIRES DUNNEWOLD AND LEATHERMAN UMCJ RULE 202 REPRISALS

2) AFFIDAVIT OF BREACH OF DEFAULT CONDITIONS DUTY & OBLIGATIONS OF CONTRACT BY NEGLIGENCE & MALPRACTICE THROUGH ARBITRARY CAPRICIOUS ESQURES DUNNEWOLD & LEATHERMAN.

3) AFFIDAVIT OF DEPRIVATION OF CONTRACT RIGHTS PURSUANT TO TITLE 42 1981(B) MALPRACTICE & BREACH OF CONTRACT BREACH OF DUTY AND BREACH OF PERFORMANCE OF SETTLEMENT OF $10,000,000.00 COMPLAINT AGAINST THE PENNSYLVANIA DEPARTMENT OF STATE, ESQUIRES RUTH D. DUNNEWOLD, MARTHA BROWN, CHIEF COUNCIL, GERALD D. LEATHERMAN on this 11th day of January 2008.

WITNESS my hand and official seal.

/s/ John Melvin Jr.
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

[SEAL]

Private and non-negotiable between the parties

[LOGO]

**JAMES COPPEDGE on behalf of**
**COPPEDGE REAL ESTATE, LLC/Judgment Creditor**
**3742 N. 18th Street**
**Philadelphia, Pennsylvania [19140]**
**Phone #: 215-913-1485**

January 23, 2008

United Nations Security Council
United Nations
136 E. 67th Street
New York, NY 10021

**RE: COPPEDGE ORDEAL TREATISE**

Dear United Nations Security Council:

I am requesting the United Nations Security Council to enforce the Default Judgment Contracts of the CITY OF PHILADELPHIA, PHILADELPHIA, PENNSYLVANIA, and its AGENTS and ESQUIRES. The Affidavit Default Judgment entry is July 6, 2007; which was enforceable October 6, 2007. This was enforceable after a 90 day period. The Default is due to the CITY'S failure to rebut any Affidavits of my Civil Rights Discrimination case against myself (a Secured Party Creditor/**JAMES COPPEDGE on behalf of COPPEDGE REAL ESTATE, LLC**).

Furthermore, since the Affidavits are un-rebutted the Default Judgments are perfected and stands as true and fact in law.

A claim was filed in Federal Court to seek relief from any and all Official Political Oppression, harassment,

and threats of property seizes. No relief has been granted. The CITY refuses to cease and desist or withdraw.

Wherefore the United Nations Security Council is requested to file and record this **COPPEDGE ORDEAL TREATISE** against the CITY OF PHILADELPHIA, its AGENTS, and ESQUIRES in the amount of $10,000,000.00 (Ten Million US Dollars for breach of duty, breach of obligation, breach of performance, breach of peace, and violation of custody of International Law in accordance with the declaration of the rights of indigenous people under Articles 31, 32, 33, 34, 35, 36, 37, 38, and 39. Whereas jurisdiction to collect the damages of $10,000,000.00 (Ten Million US Dollars) are valid and enforceable under Title 9 USC Sections: 1, 2, 4, 13, 202, 203, 204, 206, 30q, 303, 304 & Title 28 USC 133, U.N. Article 49, 55, and 56

**Enclosures**

**CITY OF PHILADELPHIA**
LAW DEPARTMENT
1515 Arch Street, 16th fl.
Philadelphia, PA 19102

1. Affidavit of Special Negative Averment and Bill of Peace
2. Stipulation of Monetary Judgment
3. Postal Proof of Service
4. Certificate of Non-Response
5. Writ of Mandamus
6. US District Court Claim 07-684

**GERALD D. LEATHERMAN, ESQUIRE**
CITY SOLICITOR for the
CITY OF PHILADELPHIA
1515 Arch Street, 16th fl.
Philadelphia, PA 19102

1. Affidavit of Special Negative Averment and Bill of Peace
2. Stipulation of Monetary Judgment
3. Postal Proof of Service
4. Certificate of Non-Response
5. US District Court Claim 07-763
8. Affidavit demanding to cancel hearing
9. Certification of Non-Response

**COMMONWEALTH OF PENNSYLVANIA**
DEPARTMENT OF STATE BEFORE
THE SECRETARY OF THE COMMONWEALTH
2601 N. Third Street
Harrisburg, PA 17105-2649

1. Affidavit of Demanding to Cancel Hearing
2. Affidavit of Special Negative Averment/ RUTH D. DUNNEWOLD, ESQUIRE
3. Affidavit demanding to cancel hearing
4. Certifications of Non-Response
5. COMPLAINT
   - A: Affidavit of involuntary false muster into Military authority. . . .
   - B: Affidavit of breach of default conditions duty and obligation of contract by negligence . . .
   - C. Affidavit of Deprivation of Contract rights
   - D. Certification of Non-Response
6. Proof of Service

The commonwealth of Pennsylvania refuses to response to its Affidavits in regards to this matter and others and is also in default.

Respectfully in Christ submitted,

/s/ JAMES COPPEDGE/CRE LLC JAMES COPPEDGE/
COPEDGE REAL ESTATE, LLC

COMMONWEALTH OF PENNSYLVANIA

Jurat

COUNTY OF PHILADELPHIA ss

On this 24th day of January, 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came, JAMES COPPEDGE/COPPEDGE REAL ESTATE, LLC before me personally known to be the JUDGMENT CREDITOR who is executing this COPPEDGE ORDEAL TREATISE **IN Philadelphia, Pennsylvania**, and as he acknowledge this execution the same, and his signature is duly affixed by the authority of his Sacred, Risen Savior, Jesus Christ.

/s/ JAMES COPPEDGE JAMES COPPEDGE/COPEDGE
CRE LLC REAL ESTATE, LLC

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA the day and year first above written.

Subscribed and sworn to me at PHILADELPHIA – PA before me this 24th day of JAN, A.D. 2008

Notary Public /s/ JOHN T. MELVIN
My Commission Expires: NOV 15, 2011
WITNESS my hand and official seal

/s/ John T. Melvin
Signature

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

Registration No. 7006 2760 0001 9879 2697

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[LOGO]

Inter-American Republic, International Treatise of the **JAMES COPPEDGE** ordeal survivor/victim of ethnic intimidation, economical wars crimes caused by "pirates of great Britain" on the boats of the CITY OF PHILADELPHIA vessal on the ship of the Commonwealth of Pennsylvania warship via the order of the great Britain Pirate Headquarters "British Accredit Registry". This obligation is to settle confession of judgment as stipulated to the letter.

The purpose of this treaty is to guarantee the safe restorable recoupment of the $10,000,000,00 (Ten Million US Dollars) cargo "shanghaied" from the Secured Party's neutral civilian body of **JAMES COPPEDGE** by these "Pirates of Great Britain".

**Article 1**

This Treaty is formed by the breach of settlement payment, breach of obligation, breach of peace; breach of performance on an irrevocable Admiralty/Maritime contract "with the Admiralty" jurisdiction by the following pirates' omission on answering the Affidavits challenging extortion acts, torture, kidnapping aboard boat "LICENSE & INSPECTIONS BOARD OF REVIEW" crewmembers within 72 hours period and ten day period on irrevocable contracts pirates ESQUIRE(S) JOHN PERSONS, JAMES CUSHING, BERLE SCHILLER, FAYE COHEN, GERALD LEATHERMAN, RUTH DUNNEWOLD and unknown "SWABEES" in cahoots under the RICO law Titles 1981(b) 1983, 1986 & 1994.

**Article 2**

Congress has an International obligation to perform the enforcement of the obligation owed in monetary settlement of $10,000,000,00 (Ten Million US Dollars) with regards to Article 1 Petition Redress of grievances under the constitution of the United States of America of 1791 for the omissions of the District Courts not following the contracts to the letter as stipulated in the original agreements which was (10) Ten days & Seventy Two (72) hours.

**Article 3**

Whereas payment on the settlement is due and is irrevocable until satisfied via congress of the United States of America 1791 Constitution Article 1 who is the guarantee on all contracts of its U.S. Citizens, which are military wards/cadets the uniform military code of justice Article 83 subject to the many Admiralty/Maritime Contracts, whereas it is agreed by Congress that there are obligations of redress to grievances due to the many grievances caused by the pirates of great articles _____

_____

_____

Received by the Majority Senate & Committee on International Relations. Whereas it is the lawful and legal duty to compel the $10,000,00,00 (Ten Million US Dollars) restitution to JAMES COPPEDGE immediately by the Commonwealth State of Pennsylvania Warship Vessal Tortfeasor/inhuman acts of ethnic intimidation and economical war crimes via Pirates ESQUIRES/SWABEES & the CITY OF PHILADELPHIA RISK MANAGEMENT VESSAL. Whereas this International Treaty is Nexus with the United Nations Security Council under the United Nations Article 49 for full recognition of a valid International Agreement via declaration of the rights of indigenous peoples Articles 33 & 39.

This Treaty is signed by JAMES COPPEDGE before the Notary Public this January 21st 2008 time 3 45 PM sent to the Majority Senate.

Signature of Sender James [Illegible]
**JAMES COPPEDGE**

Witness Notary Public /s/ John T. Melvin

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

[SEAL]

COMMONWEALTH OF
PENNSYLVANIA Jurat

COUNTY OF PHILADELPHIA ss

On this 25th day of January, 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came, **JAMES COPPEDGE / COPPEDGE REAL ESTATE, LLC** before me personally known to be the judgment creditor who is executing this **OPPOSING THE ORDER CLOSING THE RECORD**, and as he acknowledge this execution the same, and his signature is duly affixed by the authority of his Sacred, Risen Savior, Jesus Christ.

**JAMES COPPEDGE / C R E LLC JAMES COPPEDGE / COPEDGE REAL ESTATE, LLC**

IN TESTIMONY WHEREOF, I have thereunto set my hand and affixed my official seal of the STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA the day and year first above written.

Subscribed and sworn to me at PHILADELPHIA-PA before me this 25th day of JAN, A.D. 2008

Notary Public John T Melvin
My Commission Expires: Nov. 15, 2011
WITNESS my hand and official seal

/s/ John T. Melvin, Jr.
Signature

[4752 N Broad St
Phila, PA 19141]

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

## CERTIFICATION OF NON-RESPONSE

I, John T. Melvin, a Notary Public do hereby certify and affirm that I have received no response or rebuttal from the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF STATE, RUTH D. DUNNEWOLD, ESQUIRE HEARING OFFICER OR ANYONE ELSE REGARDING OPPOSING THE PUBLIC ORDER CLOSING THE RECORD reference **COPPEDGE REAL ESTATE, LLC** as of this 6th day, February 2008. Docket No. 0002-97-07; File No. 07-97-10723. Served by **JAMES COPPEDGE/COPPEDGE REAL ESTATE, LLC** on January 24, 2008 by Certified Mail as of this 6th day of February 2008.

WITNESS my hand and official seal.

/s/ John T. Melvin, Jr.
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

**A NOTICE FOR NON-RESPONSE BY THIS AFFIDAVIT OF DEFAULT CONDITONS** was CREATED SEPTEMBER 7, 2006, and sent by EXPRESS MAIL #EQ917777685 US WHICH THE STATE RECEIVED ON 11-9-06 WHICH THE FATHER CORPORATION (STATE OR CITY) DID NOT PROVIDE A REMEDY. **THE NECESSARY EVIDENCE WAS PRESENTED TO THEM THAT ESTABLISHED A UCC LIEN WHICH WOULD BE FILED IF THEY DID NOT PROVIDE ME A REMEDY FOR INVASION OF PRIVACY, CONVERSION, AND NUMEROUS OTHER OFFENSES MENTIONED,** AND NOT MENTIONED, SINCE THE STATE HAS AN OBLIGATION UNDER THE DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES, THEY HAVE AN INTERNATIONAL OBLIGATION, WHICH THEY FAILED TO REBUT **ANY/ALL** OF MY AFFIDAVITS OR RESPONSES. THIS IS WHAT GRANTED ME THE RIGHT TO FILE AND RECORD A UCC-1 LIEN AGAINST THE CITY OF PHILADELPHIA, AND (L&I) LICENSE & INSPECTIONS, BOARD OF REVIEW ***FOR THEIR MASSIVE WRONG DOINGS***.

Sworn to and subscribed before me this 19th day of Feb 2003.

/s/ JAMES COPPEDGE

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

/s/ John T. Melvin, Jr.

February 20, 2008

**AFFIDAVIT**

**OF SUPPORTING THE REASONS FOR MARITIME CLAIMS**

To Resolute the Claim

ESQUIRES OF THE STATE OF PENNSYLVANIA AND OF THE CITY OF PHILADELPHIA ARE BEING SUEDED FOR THE FOLLOWING REASONS:

1. FOR FAILING TO ANSWER AFFIDAVITS AND BREACH OF CONTRACTS, BREACH OF PERFORMANCE AND BREACH OF DUTY.
2. FOR VIOLATING THE PLAINTIFF'S CIVIL RIGHTS THROUGH FALSE BILLS, FILING ILLEGAL LICENSE & INSPECTION VIOLATIONS TO SEIZE PLAINTIFF'S PROPERTY BY LICENSE & INSPECTION FROM 1997 AND ONGOING.
3. FOR CONSPIRACY TO COMMIT FRAUD BY CONDUCTING AN ILLEGAL HEARING, DATED 12-06-2007, WHICH WAS UNDER THE ADMIRALTY MARITIME WAR VENUE AND IMPROPER FOR CIVILIANS. THIS ACT COMMITED BY THE ESQUIRES OF THE STATE AND CITY DE FACTO GOVERNMENT IS A VIOLATION OF THE UMCJ TO ARTICLE 83, RULE 202. THE FALSE MUSTER, THEREFORE, IS AN ULTRAVIRA HEARING WHICH IS FOR MEMBERS OF THE

ARMED FORCES ONLY. SEE CONSTITUTION OF THE UNITED STATES, ARTICLE 1 SECTION 8 CLAUSES 13, 14, 15, 16, 17 & 18.

4. The ESQUIRES OF THE STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA AND THE CITY OF PHILADELPHIA LICENSE & INSPECTION, BOARD OF REVIEW ITSELF HAVE ALL AGREED TO THE LABILITY OF AN IRREVOCABLE COMMERCIAL CONTRACT UNDER THE ADMIRALTY MARITIME STATUE, TITLE 9 USC SECTION 1, 2, 4, 13, 202, 203, 204, 206, 209, 301, 303, 304 ANNEXED TO TITLE 28 SECTIONS 1331, 1332 & 1333.

SINCE 1997, THE 'BARGE' KNOWN AS (L&I) LICENSE & INSPECTION, BOARD OF REVIEW HAS/HAVE HARRASSED THE PLAINTIFF, TO THE LEVEL OF TORTURE. FINALLY IN THE YEAR 2005 & 2006, and AFTER YEARS OF ABUSE THE PLAINTIFF JAMES COPPEDGE began to study and apply necessary use of understanding contracts to protect himself from a *global conspiracy* that was evident during the 60's, and confirmed due to the overwhelming circumstances of my personal first hand unbiased experience of the actual factual ordeals of Ethnic Intimidation, and crimes against humanity. These are hate crimes and discrimination that I under went.

Since I was getting nowhere with the STATE OF PENNSYLVANIA ESQUIRES OR THE CITY OF PHILADELPHIA'S ESQUIRES, concerning the

issues of want of jurisdiction on the LICENSE & INSPECTION issues of how the LICENSE & INSPECTION, BOARD OF REVIEW acquires jurisdiction on the JAMES COPPEDGE NOM DEGUERRE. On October 13, 2005 I, JAMES COPPEDGE, wrote an Affidavit of Redemption; and my Mother wrote one as well on March 14, 2006, challenging these assumptions of the original Security Interest of which my MOTHER had no knowledge, did not understand and was DENIED DISCLOSURE concerning the investments of the STATES INTERESTS ACCUMULATED BY FALSE DECEPTIVE PRACTICES. As a result the ESQUIRES FORGED JAMES COPPEDGE, NOM DE GUERRE, by the ESQUIRES OF THE DEPARTMENT OF VITAL STATISTICS [redacted] THIS ILLEGAL TRANSACTION VIA POWER OF ATTORNEY CITINGS ISSUED BY LICENSE & INSPECTION UNDER JAMES COPPEDGE, NOM DE GUERRE, WAS NULL AND VOID FROM ITS CONCEPTION DO TO SILENCE OF THE FACTS STATED HEREIN AND THEREIN.

THE ESQUIRES OF THE STATE OF PENNSYLVANIA, THE ESQUIRES OF LICENSE & INSPECTION BOARD OF REVIEW FAILED TO RESPOND OR REBUT THE ISSUES WHICH CREATED LIABILITY ON THE LICENSE & INSPECTION BOARD OF REVIEW, A.K.A, THE CITY OF PHILAEDLPHIA INSTRUMENTALITY. THE NEXUS TO HOLD JAMES COPPEDGE, NOM DE GUERRE, INTO ANY ADMIRALTY MARITIME VENUE IS CANCELLED DO TO FRAUD AND USURPTATION ON NUMEROUS FICTIOUS OBLIGATION CITINGS WHICH CAUSED JAMES

COPPEDGE, EMOTIONAL, AND FINANCIAL DAMAGES TO MY HEALTH, REPUTATION, AND PROPERTIES. THEREFORE, ***THIS IS A DEFAULT STIPULATION***.

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## CERTIFICATION OF NON-RESPONSE WITH ADMIRALTY MARITIME STIPULATIONS ENFORCEABLE WORLD WIDE

I the Notary Public JOHN T. MELVIN do hereby certify and affirm for the Admiralty Maritime Record that I have not received any response from PEDRO A. CORETES, SECRETARY OF THE COMMONWEALTH, in regards to the Affidavit of Special Negative Averment, and Bill of Peace as of this day March 10th, 2008. Registered Mail Number RR442705188US affirms delivery.

According to **JAMES COPPEDGE**, there are penalties as a result of this failure to respond by either ignoring these stipulations invoke the following terms and conditions to the letter: /s/ **JAMES COPPEDGE**

1). Voids all statements as false accusations made in a Military hearing December 6, 2007, under Fictitious case number: 0002-97-07, and voids all jurisdiction of any party forever by permanent cancellation nunc pro tunc due to retaliation on **JAMES COPPEDGE**.

2). Affirms that all breach of duties, performances, obligations owed by the CITY and STATE ESQUIRES who refuses to settle the matter promptly, causing a deliberate miscarriage of justice by conspiracy of two or more persons via the rico laws.

3). Secures **JAMES COPPEDGE's** UCC 1 lien as irrevocable filed in a private venue

not subjected to challenge or public scrutiny in which the CITY and STATE will be held accountable for Ten Million USD until paid in full.

4). Subjects all tortfeasor parties to private liability in the amount of $100,000.00 in damages each for illegally interfering in **JAMES COPPEDGE** Commercial affairs.

5). Certification of non-response with Admiralty Maritime Stipulations enforceable world wide.

I the Notary Public JOHN T. MELVIN do hereby certify and affirm for the Admiralty Maritime Record that I (*again*) have not recived any response from PEDRO A. CORTES, SECRETARY OF THE COMMONWEALTH in regards to the Affidavit of Special Negative Avertment, and Bill of Peace as of this day March 10th, 2008.

Dated: 3/10/2008

WITNESS by my hand and official seal. [SEAL]

/s/ John T. Melvin
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
[Illegible]

CERTIFICATION OF NON-RESPONSE

BENJAMIN T. GARRETT a Notary Public, do hereby certify and affirm that I have received no response to **COPPEDGE REAL ESTATE, LLC/JAMES COPPEDGE's Affidavit of Tortious Interference Contractual Relations Claim** from FRANK LOVE, ESQ, MICHAEL R. ROBINSON, ESQ, NOR SAUL EWING, LLP as of

22nd day of APRIL 2008.

WITNESS my hand and official seal.

/s/ Ben T. Garrett
Signature of notary Public

CERTIFICATION NON-RESPONSE

SUBJECT: Affidavit of non-response with irrevocable default terms and irrevocable stipulations, certified by Frank Love, Esqire, Attorney for Gearld D. Leatherman for failure to answer the Complaint(Claim No. 08-1250).

WANT OF JURISDICTION:

Franc Love, attorney for Gerald D. Leatherman, Esq. had 20-days to answer the Plaintiff's Complaint as stated in the Summons and to said Notary Public as stated in the Complaint.(Claim No 08-1250) delivered on March 10, 2008 by Registered Mail and hand Delivered on April 23/24, 2008. There was no response. Therefore, the Defendant, Gerald D. Leatherman and his Attorney by default contract both mutually consent to the Plaintiff's Complaint, Stipulations, and Monatary Judgments, and they are held to an irrevocable contract to the following terms and irrevocable stipulations:

1. Voluntary withdrawal of all attempts past, present and future to retaliate against the Plaintiff, a true victim of discrimination, arbitration capricious malicious attempts to falsely prosecute the Plaintiff via unlawful LETTER OF MARQUE AND REPRISAL.
2. Failure to withdraw will subject any esquire, city, state or federal to congressional/United Nation sanctions in which that person will be subpoenaed for international sanctions, not limited to

$100,000.00 USD for tortuous interference of contract originally made between the CITY OF PHILADELPHIA and **JAMES COPPEDGE/COPPEDGE ORDEAL TREATISE.**

3. This Contract and all maritime Commercial Contracts are irrevocable until settled as agreed and any other matter not nexus to this is a permanent WANT OF JURISDICTION.

I **JAMES COPPEDGE** do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 16th day of May 2008.

/s/ **JAMES COPPEDGE**

I JOHN T MELVIN a Notary Public do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 16th day of May 2008.

/s/ John Melvin Jr.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

CERTIFICATION NON-RESPONSE

REFERENCE CLAIM NO. 08-1250

SUBJECT: Affidavit of non-response with irrevocable default terms and irrevocable Stipulations, certification by THE COMMONWEALTH OF PENNSYLVANIA, OFFICE OF THE ATTORNEY GENERAL, ASST SUE ANN UNGER.

WANT OF JURISDICTION

The Commonwealth of Pennsylvania instrumentality Office of the Attorney General received Registered Mail, a WRIT OF MANDAMUS AND PROHIBITION found in the Complaint Claim No. 08-1250 on March 10, 2008 and hand delivered on April 23, 2008.

The protested Military Officer Defense Council, Sue Unger, defending against civilian Plaintiff had 20-days to respond to the Plaintiff as stated in the Summons and said Notary Public as stated in the Complaint. **There was no response.** Therefore, the Office of the Attorney General by contract mutually consents to the Plaintiff's Complaint and is held to an irrevocable contract to the following terms and irrevocable stipulations:

1. Voluntary withdrawal of all attempts past, present and future to retaliate against the Plaintiff, a true victim of discrimination, arbitration capricious malicious attempts to falsely prosecute the Plaintiff via unlawful LETTER OF MARQUE AND REPRISAL.

2. Failure to withdraw will subject any esquire, city, state or federal to congressional/United Nation sanctions in which that person will be subpoenaed for international sanctions, not limited to $100,000.00 USD for tortuous interference of contract originally made between the CITY OF PHILADELPHIA and **JAMES COPPEDGE/COPPEDGE ORDEAL TREATISE.**

3. This Contract and all maritime Commercial Contracts are irrevocable until settled as agreed and any other matter not nexus to this is a permanent WANT OF JURISDICTION.

I **JAMES COPPEDGE** do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 16th day of May 2008.

/s/ **JAMES COPPEDGE**

I JOHN T MELVIN a Notary Public do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 16th day of May 2008.

/s/ John Melvin Jr.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JOHN T. MELVIN, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 15, 2011

## CERTIFICATION OF NON-RESPONSE

I, JOHN T MELVIN JR, a Notary Public, do hereby certify and affirm that I have received no response to COPPEDGE REAL ESTATE, LLC JAMES COPPEDGE's Affidavit of Fraud, Trespassing, and Harassment Dated: May 10, 2008 from the CITY OF PHILADELPHIA, DEPARTMENT OF LICENSES AND INSPECTION, INSPECTOR D. WEST., nor from G. D. LEATHERMAN, ESQ. DUPTY CITY SOLICITOR, nor from FRAN K. LOVE,ESQ., Attorney for G. D. LEATHERMAN,ESQ., nor from BOARD OF ADMINISTRATION for Licenses and Inspection Review. They were all given 72 hours or three days to response from the day of receipts. There was no response as of this 2nd day of June 2008

I, JAMES COPPEDGE, do hereby certify and affirm that I have received no response as well.

/s/ JAMES COPPEDGE

## STIPULATION FOR DEFAULT JUDGMENT

Since there was no rebuttal to the above Affidavit, the CITY OF PHILADELPHIA, DEPT OF L. & I. violations reference case no. 158783, dated 05/05/08 concerning Secured property: 3739 N. 18th Street, Philadelphia, Pennsylvania are hereby defective and cancelled without prejudice

WITNESS my hand and official seal

/s/ John T. Melvin
Signature of Notary Public

## CERTIFICATION NON-RESPONSE

**Reference Claim No.:** 08-1250

**Subject:** Affidavit of Non-Response with Irrevocable Default Terms and Irrevocable Stipulations, Certificate for FRANK LOVE, ESQUIRE on behalf of GERALD D. LEATHERMAN, ESQUIRE: TORTOUS INTERFERENCE

**WANT OF JURISDICTION:**

FRANK LOVE, ESQUIRE received Summons and Complaint regarding Case No. 08-289 dated May 19, 2008 and hand delivered on May 28, 2008.

Plaintiff as stated in the Summons and said Notary Public as stated in the Complaint witnessed that you had seventy (72) hours to produce a contract authorizing tortuous interference of claim # 08-1250. **There was no response.** Therefore, FRANK LOVE, ESQUIRE by contract mutually consents to the Plaintiff's complaint and is held in an irrevocable contract to the following terms and irrevocable stipulations:

1). Voluntary withdrawal of all attempts past, present and future to retaliate against the Plaintiff, a true victim of discrimination, arbitration capricious malicious attempts to falsely prosecute the Plaintiff via unlawful LETTER OF MARQUE AND REPRISAL.

2). Failure to withdraw will subject and ESQUIRE, CITY, STATE or FEDERAL to CONGRESSIONAL/UNITED NATION sanctions in which that person will be subpoenaed for International Sanctions, not limited to $100,000.00 US Dollars

for tortuous interference of contract originally made between the CITY OF PHILADELPHIA and **JAMES COPPEDGE/COPPEDGE ORDEAL TREATISE.**

3). This Contract and all Maritime Commercial Contracts are irrevocable until settled as agreed and any other matter no nexus to this is a permanent WANT OF JURISDICTION.

I **JAMES COPPEDGE**, do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 4th day of June 2008.

/s/ **JAMES COPPEDGE**

I BENJAMIN T. GARRETT, a Notary Public do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 4th day of June 2008.

/s/ B.T. Garrett

## CERTIFICATION NON-RESPONSE

**Reference Claim No.**: 08-1250

**Subject:** Affidavit of Non-Response with Irrevocable Default Terms and Irrevocable Stipulations, Certificate for MICHAEL R. ROBINSON, ESQUIRE *formally* on behalf of GERALD D. LEATHERMAN, ESQUIRE: TORTOUS INTERFERENCE

**WANT OF JURISDICTION**:

MICHAEL R. ROBINSON, ESQUIRE received Summons and Complaint regarding Case No. 08-289 dated May 19, 2008 and hand delivered on May 28, 2008.

Plaintiff as stated in the Summons and said Notary Public as stated in the Complaint witnessed that you had seventy (72) hours to produce a contract authorizing tortuous interference of claim # 08-1250. **There was no response.** Therefore, MICHAEL R. ROBINSON, ESQUIRE by contract mutually consents to the Plaintiff's complaint and is held in an irrevocable contract to the following terms and irrevocable stipulations:

1). Voluntary withdrawal of all attempts past, present and future to retaliate against the Plaintiff, a true victim of discrimination, arbitration capricious malicious attempts to falsely prosecute the Plaintiff via unlawful LETTER OF MARQUE AND REPRISAL.

2). Failure to withdraw will subject and ESQUIRE, CITY, STATE or FEDERAL to CONGRESSIONAL/UNITED NATION sanctions in which that person will be subpoenaed for International Sanctions, not limited to $100,000.00 US Dollars for tortuous interference of contract originally made between the CITY OF PHILADELPHIA and **JAMES COPPEDGE/COPPEDGE ORDEAL TREATISE.**

3). This Contract and all Maritime Commercial Contracts are irrevocable until settled as agreed and any other matter no nexus to this is a permanent WANT OF JURISDICTION.

I **JAMES COPPEDGE**, do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 4th day of June 2008.

/s/ **JAMES COPPEDGE**

I BENJAMIN T. GARRETT, a Notary Public do certify and affirm that I have received **no** answer to the above-captioned Complaint as of this 6th day of June 2008.

/s/ B.T. Garrett

**IN THE SUPREME COURT OF THE UNITED STATES OF AMERICA**

June 13, 2008

Plaintiff
**Aggrieved Distressed Petitioner**
**JAMES COPPEDGE, Judgment Creditor**

**Claim No. 08-1250**

V.S.

BERLE SCHILLER, ET AL

DEFACTO ASSISTANT ATTORNEY GENERAL SUE ANN UNGER
MARTHA BROWN
JAMES CUSHING
FEDERAL ADMINISTRATOR OF JUSTICE BERLE SCHILLER
RUTH D. DUNNEWOLD
MICHAEL R. ROBINSON
FRANK LOVE
PEDRO A. CORTEZ
GERALD D. LEATHERMAN

NOTICE OF ORIGINAL JURISDICTION FILINGS AND APPEALS FROM A UNITED STATES DISTRICT COURT PURSUANT TO THE SUPREME COURT RULES 17, 18 & 20, Title 28 Section 2072(B) 1251(3) Title 28 455 all Sections. Petition for injunctive relief by permanent cease and desist order redress grievance.

NOTICE OF PROOF OF SERVICE BY THIRD PARTY COMMERCIAL CARRIER THE USPS RULE 29

(Filed Jun. 13, 2008)

Ex parte petition to cease and desist permanent injunctive order of all forms of retaliation tortuous interference and conspiracy by two or more against the petitioner pursuant to Article 1 of the Bill of Rights 1791.

## GROUND OF THIS PETITION

The CITY OF PHILADELPHIA LICENSES AND INSPECTIONS via private CITY and STATE ESQUIRES have formed a private conspiracy to cause me absolute harm, loss of property and deterioration of my health by trampling over my rights, by ignoring the facts, and avoiding factual material issues and circumventing the stipulations. The CITY and ESQUIRES owes outstanding debts and are delinquent and liable in a desperate situation and they are attempting to have me kidnapped by falsely creating Articles of prosecution on fictitious bogus charges due to the overwhelming evidence against their Perpetual Rico and discriminatory activities caused by LICENSES AND INSPECTIONS BOARD OF REVIEW ESQUIRES, JAMES CUSHING against the Petitioner.

I have been target since 1997, and they have illegally interfered and wrongfully dismissed my workers compensation case; and have even gone as far as to have my tenants' water services shut off when it was indeed paid in full. Also the STATE has extorted much money in UCC filing fees without recording any of my filings. It is a known fact by the continuous evidence of the discrimination that these ESQUIRES

have all intentionally practiced using all sorts of bad faith monopolizing tactics against me. In 2006 he failed his obligation of preventing any harm or damages to the properties and personal freedom of the Petitioner's rights and enjoyment to enforce and make contracts. He allowed JAMES CUSHING, ET AL to conspire to cancel all remedies available to safeguard the Petitioner's rights and properties. Also, he knowingly and willfully neglected to prevent illegal and unlawful actions by the CITY OF PHILADEPHI LICENSES AND INSPECTIONS BOARD OF REVIEW pursuant to Title 1983, 1986 & 1994. JUDGE SCHILLER had no authority to DISMISS any Affidavits made between the Petitioner and ESQUIRES because he himself is a party to the action. He should have recused himself from the case being that he is responsible for the CITY'S AND ESQUIRE'S unlawful and illegal actions pursuant to Title 28 Section 455 i, ii & iii. He has not shown me equal enforcement to the case in any regards, but in fact is very biased, very impartial and legally incompetent to sit on any seat without being supervised on a day to day basis. His colorable actions have been deemed treasonous and unacceptable, and his involvement in this case is very damaging to anyone who seeks justice by massive wrong doings. He has loss all immunities due to the arbitrary capricious actions for the past year. He has allowed a miscarriage of justice by his bias decisions. All contracts under all Affidavits that have been previously served to all DEFENDANTS are still as it stands IRREVOCABLE, and will be enforced through UN Sanctions if

need be. DEFACTO MILITARY BERLE SCHILLER has a personal vendetta against non-bar members evident by (See Exhibit) which he calls the Plaintiffs Affidavit **SO-CALLED**. Everything that he has put on the record should not only be permanently **STRICKENED**, but should be used in the Supreme Court as an example of adjudicative misconduct.

Wherefore, I now EXPEL ALL DECISIONS MADE BY BERLE SCHILLER to the United States Supreme Court, case number 08-1250, previously filed in the United States District Court Eastern Pennsylvania, in the form of a Writ of Mandamus and Prohibition.

Respectfully In Christ,

/s/ **JAMES COPPEDGE** [Illegible]
**JAMES COPPEDGE, Judgment Creditor**

**Sworn to and subscribed before me this 13 day of June 2008.**

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JOHN [illegible] MELVIN, JR., Notary Public
Cty of Philadelphia [illegible] County
My Commission Expires November 15, 2011

/s/ [Illegible]

IN THE UNITED STATES DISTICT COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| **JAMES COPPEDGE** | ) | |
| **Plaintiff** | ) | |
| | ) | Civ. No. |
| **Vs.** | ) | 08-289-GMS |
| SAUL EWING ESQUIRES, et al., | ) | |
| DEFENDANTS | ) | |

**AFFIDAVIT**

**OF BREACH OF PERFORMANCE**
**DUTY AND OBLIGATION**

To The Clerk of Court;

THE HONORABLE JUDGE B.M. ~~STEEL~~ [SLEET /JC]

Dear JUDGE ~~STEELE~~ [SLEET /JC]:

With all do respect to the Court and to my Government, the Court has failed to perform its Admiralty Maritime duties. In my stated claim against the DEFENDANTS my intent was not to prosecute the defendants until they settle the outstanding debts, .If prosecution is deemed necessary, I leave the ultimate decision to the Supreme Court or to Congress if this court does not correct its error. I ORDERED the U.S. District Court of Delaware to do three things to make me whole; namely:

1). ORDER THE DEFENDANTS TO CEASE AND DESIST HARRASSMENT AND FRAUD AGAINST THE SECURED PARTY,

2). RESCHEDULE THE ARBITRATION FOR SETTLEMENT HEARING for the Monetary Judgments against them, and

3). ORDER THE MONETARY JUDGMENTS TO BE PAID because the Contracts are Irrevocable Contracts PURSUANT TO TITLE 9 U.S.C. 1,2,4,13,201,203,204,301,303,304,306 as agreed in all the affidavits and certificates of non response.

This Court has chosen to take a different path rather than exercise its powers of caring out Admiralty Maritime Authority as they are required under title 28 sections 1331,1332 & 1333. The Court has breached its duty and its obligation to enforce the law of Admiralty Contracts. Therefore, the Court could be held liable if the matter is not corrected.

The ALL CAPITAL LETTER **JAMES COPPEDGE/** as stated on the ORDER is not correct. I am not the ALL CAPITAL LETTER **JAMES COPPEDGE**, nor a artificial entity, I am the Upper and Lowercase **JAMES COPPEDGE/, flesh and blood Natural Person and non-surety real party in interest,** is also a Secured Party as stated in my Certified Copy of my UCC 1 which you have on file. The two names must remain unequally yoked (2 Cor. 6:14).

The reference cited in the order: *"Rowland v. California Men's Colony, 506 U.S. 194, 201-02 (1993); James v. Daley and Lewis 406 F. Supp. 645, 648 (D. Del. 1976)"* were referring to Artificial Entities and

not Secured Parties. Therefore, the ORDERS concerning the cases attached are canceled: namely, Civ. No. 08-289-GMS, Civ. No. 07-763-GMS, Civ. No. 07-846-GMS, and Civ. No. 07-684-GMS.Due to the following **Grounds** the plaintiff cannot criminal prosecute the CITY OF PHILADELPHIA that is a corporation as is SAUL EWING corporations cannot be criminally prosecuted. The court owes a obligation to enforce the monetary judgment in the amount of 10 million against the CITY and one hundred thousand on all of the esquires under title 9 USC Admiralty Maritime rules. The courts have not carried out these most important issues are evident in the court issuing a teleconference which itself has not been carried out to the letter.

**IRREVOCABLE DEFAULT STIPULATION**

The Court has seventy two (72) hours to rebut this Affidavit or agree by silence to the following:

1). Mutually agrees that the Court has failed to carry out its obligation of enforcing the Non-Responses and Monetary Judgments against the DEFENDANTS and agrees to enforce the contracts via another administrator of justice who will not be in breach of title 28 sections i, ii, iii. The current administrator of justice will recuse himself if he fails to carryout the enforcement of the Maritime contracts which the duty lies on him to perform.

2). Mutually agrees The **COPPEDGE REAL ESTATE LLC** has a contract which transfers All rights

to collect on any judgments to JAMES COPPEDGE on its behalf in which the court will honor without interference.

3). Mutually agree that the Court is NOT authorized to cancel any contracts between the plaintiff and all the defendants or issue any opinion on the subject.

4). If the Contracts are not enforced, the Court is responsible for a Monetary Judgments of $100,000.00 U.S. Dollars owed to the Secured Party for its breach of performance to enforce the contracts against the

DEFENDANTS not limited to the ten million dollars owed by the CITY OF PHILADELPHIA under title 42 section 1981(b) rights to make and enforce contract.

/s/ JAMES COPPEDGE
JAMES COPPEDGE,

/s/ Reginald Topp
July 22, 2008

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
REGINALD TOPP, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 11, 2010

**TRANSFER OF PROPERTY RIGHTS**
**UNLIMITED ATTORNEY IN FACT**

Know All Men by These Presents: That **COPPEDGE REAL ESTATE LL**, the Debtor, corporate entity, and leg'ens is, 'the undersigned hereby make, constitute and appoints and transfers all rights to **JAMES COPPEDGE** herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the **COPPEDGE REAL ESTATE LLC,** (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or al of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, chooses in action and other property in possession or

where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the **DEBTOR** – ; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf,

4. **NO JUDGE OR JURY CAN TERMINATE THIS AGREEMENT FOR IT WILL BE TORTIOUS INTERFERENCE**

5. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

**GIVING AND GRANTING**, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite in the place of **COPPEDGE REAL ESTATE LLC**, necessary or appropriated to be done in and about all matters of fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents all and any suits in maritime and admiralty cases with the captions with **COPPEDGE REAL ESTATE**

**LLC IS NOW AND FOREVER JAMES COPPEDGE SUI SPONTE COPPEDGE REAL ESTATE LL FORFEITS ALL CLAIMS TO JAMES COPPEDGE.**

The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: **JAMES COPPEDGE** is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and, in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit with or without security.

This contract is not subject to any civil procedure in any STATE and s not limited to Power of attorney public laws.

WITNESS my hand this 22nd (A.D.) day of July, 2008

/s/ JAMES COPPEDGE /s/ JAMES COPPEDGE

/s/ JAMES COPPEDGE /S/ COPPEDGE REAL ESTATE, LLC
COPPEDGE REAL ESTATE LLC

PHILADELPHIA COUNTY )
1-202 ) SS.
PENNSYLVANIA STATE )

On July 22nd, **2008,** before me, the undersigned, a Notary Pubic in and for said State, personally appeared **JAMES COPPEDGE**, known to me to be the man whose name subscribed to the within instrument.

**(Seal)** /s/ Reginald Topp
Notary Public in and for said State

My commission expires _____

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
REGINALD TOPP, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 11, 2010

Accepted for Filing in:
Kent County
Doc# 128469
On: Jul 29, 2008 at 08:27A

**JAMES COPPEDGE**
**251 n. Dupont Highway**
**PMB #120**
**Dover, Delaware [19904]**
**Phone # 215-913-1485**

LC-03-046.02-07-26.00/000

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**Subject:**

**TRANSFER OF PROPERTY RIGHTS**

**Unlimited Attorney in Fact from**

**COPPEDGE REAL ESTATE, LLC, the DEBTOR**

**To**

**JAMES COPPEDGE Secured Party**

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**Kent County**
**Betty Lou McKenna**
**Recorder of Deeds**
**Dover, DE 19901**

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**Instrument Number: 2008-128469**

**Recorded On: July 29, 2008**

**As – Miscellaneous Without Notation**

**Parties:** **COPPEDGE REAL ESTATE LLC**

**To** **COPPEDGE JAMES** **# of Pages: 4**

**Comment:**

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****DO NOT REMOVE – THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Miscellaneous Without Notation 34.00

# of Pages 3

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**Total:** 34.00

*I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,*

****DO NOT REMOVE – THIS PAGE IS PART OF THE RECORDED DOCUMENT****

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**[Illegible] Information:**

Document Number: 2008-128469
Receipt Number: 209970
Recorded Date/Time: July 29, 2008 08:27:34A
Book-Vol/Pg: BK-RE VL-4579 PG-308
User/Station: C Yerkes – Cashier 4

**Record and Return To:**

**JAMES COPPEDGE**
251 N DUPONT HIGHWAY
PMB #120
DOVER DE 19904

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[SEAL] THIS IS CERTIFIED TO BE A TRUE & CORRECT COPY OF THE RECORDS OF THE KENT COUNTY DELAWARE RECORDER OF DEED, BY /s/ CY DATE 7-29-08

/s/ Betty Lou McKenna